



RESOLUTION NO. U-11110

1 A RESOLUTION related to the purchase of materials, supplies, equipment
2 and the furnishing of services; authorizing the City officials to enter into
3 contracts and, where specified, waive competitive bidding requirements,
4 authorize sale of surplus property, or increase or extend existing
agreements.

5 WHEREAS the City of Tacoma, Department of Public Utilities, requested
6 bids/proposals for the purchase of certain materials, supplies, equipment and/or
7 the furnishing of certain services, or proposes to purchase off an agreement
8 previously competitively bid and entered into by another governmental entity, or
9 for the sales of surplus, or desires to increase and/or extend an existing
10 agreement, all as explained by the attached Exhibit "A," which by this reference
11 is incorporated herein, and
12

13 WHEREAS in response thereto, bids/proposals (or prices from another
14 governmental agreement) were received, all as evidenced by Exhibit "A," and
15

16 WHEREAS the Board of Contracts and Awards and/or the requesting
17 division have heretofore made their recommendations, which may include
18 waiver of the formal competitive bid process because it was not practicable to
19 follow said process, or because the purchase is from a single source, or there is
20 an emergency that requires such waiver, and/or waiver of minor deviations, and
21 in the case of sale of surplus, a declaration of surplus has been made certifying
22 that said items are no longer essential for continued effective utility service, as
23 explained in Exhibit "A," and
24
25
26



1 WHEREAS the Director requests authorization, pursuant to
2 TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve
3 term extensions and renewals for all items contained in Exhibit "A;" Now,
4 therefore,

5 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

6 That the Public Utility Board of the City of Tacoma hereby concurs and
7 approves the recommendations of the Board of Contracts and Awards and/or
8 the requesting division, and approves, as appropriate: (1) the purchase and/or
9 furnishing of those materials, supplies, equipment or services recommended for
10 acceptance; (2) the sale of surplus materials, supplies or equipment
11 recommended for acceptance; (3) the Interlocal agreement that authorizes
12 purchase off another governmental entity's contract; (4) the increase and/or
13 extension of an existing agreement, and said matters may include waiver of the
14 formal competitive bid process and/or waiver of minor deviations, all as set forth
15 on Exhibit "A," and authorizes the execution, delivery and implementation of
16 appropriate notices, contracts and documents by the proper officers of the City
17 for said transactions, and (5) the administrative authority of the Director, per
18 TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve
19 term extensions and contract renewals for all items in Exhibit "A."

22 Approved as to form:

23 
24 _____
Chief Deputy City Attorney

Chair

Secretary

Adopted

25 _____
26 Clerk



TO: Board of Contracts and Awards
FROM: Andrew Cherullo, Director, Finance Department
Leda Voigt, Senior Financial Manager, Finance Utilities Accounting Division
COPY: City Council, City Manager, City Clerk, SBE Coordinator, LEAP Coordinator, and
Alex Clark, Finance/Purchasing
SUBJECT: RFP Specification Doc1661787158 - Annual Audit Services
Contract No. CW2229570 – October 23rd Public Utility Board, October 29th City
Council.
DATE: 10/09/2019

RECOMMENDATION SUMMARY:

The Finance Department recommends a contract be awarded to Moss Adams LLP, Seattle, WA - Annual Audit Services, in the amount of \$468,000 plus applicable taxes, for an initial contract term of two years with the option to renew for three one-year periods, for a projected contract amount of \$1,230,000.

STRATEGIC POLICY PRIORITY:

- Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

External audit services support the City's strategic policy for fiscal sustainability by providing financial statements that are usable by the citizens, Public Utility Board, City Council, rating agencies, bondholders, and other external users.

BACKGROUND:

The City annually prepares a comprehensive annual financial report (CAFR) that is audited by the Washington State Auditor's Office. The financial statements covered by the CAFR include summary level financial information on the City's utilities. To provide comprehensive financial information for those utilities, the City also prepares financial reports for Power, Water, Rail, Solid Waste Management and Sewer (Wastewater and Surface Water) utilities, which are separately audited by a public accounting firm. This contract provides those auditing services.

ISSUE: The City currently has a contract for audit services that will expire at the end of the year and the City is required to have an annual audit conducted on the City's utilities. In order to meet that requirement the City must contract with a firm to provide these audit services.

ALTERNATIVES: The City could attempt to directly negotiate for a single year of audit services and publish a new RFP. This would not be advisable, however, as the proposed price is lower than what the City is currently paying and Moss Adams has a record of success with the City.

COMPETITIVE SOLICITATION:

RFP Specification No. Doc1661787158 opened March 19, 2019. Five companies were invited to bid in addition to normal advertising of the project. Two submittals were received.



Submittals were evaluated on Qualifications/Experience of the Firm (20%); Qualifications/Experience of Key Personnel (20%); Audit Approach (10%); Technical Assistance (5%); Client References (10%); Fees and Charges (20%); Training and CPE Availability (5%); Sustainability (5%); and Small Business Enterprise (5%).

RFP Doc 1661787158 Price Comparison	
CliftonLarsonAllen LLP	\$1,229,000
Moss Adams LLP	\$1,230,000

Moss Adams LLP submitted a bid that resulted in the lowest evaluated submittal after consideration of SBE participation goals.

<u>Respondent</u>	<u>Location</u>	<u>Score</u>
Moss Adams, LLP	Seattle, WA	45.5/50
CliftonLarsonAllen LLP	Bellevue, WA	32.5/50

Pre-bid Estimate: \$1,250,000

The recommended award is 1.6% percent below the pre-bid estimate.

CONTRACT HISTORY: New Contract

SUSTAINABILITY: Sustainability was one of the evaluation criteria in the RFP. In their proposal, Moss Adams highlighted their environmental sustainability goals, policies related to their usage of recycled materials, amount of energy and supplies used, and more. They were evaluated and received an average score of 7 out of 10 in this category.

SBE/LEAP COMPLIANCE: Small Business Enterprise was one of the evaluation criteria in the RFP. However, none of the submittals for this RFP were SBE or Partnering with SBE firms.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power	561000	Various	\$139,000
4600 – Water	581000	Various	\$123,000
4500 - Rail	591004	Various	\$69,000
4200 – Solid Waste	512025	Various	\$62,000
4300 – Wastewater	523925	Various	\$49,500
4301 – Surface Water	521925	Various	\$25,500
TOTAL			\$468,000

* General Fund: Include Department

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:

Utility	Cost
Tacoma Power	\$68,000
Tacoma Water	\$61,000
Tacoma Rail	\$34,000
ES-Solid Waste	\$30,000
ES-Waste Water	\$12,600
ES-Surface Water	\$24,400
Total	\$230,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Funds for the contract are provided by the individual departments using the contract. Currently, it is anticipated the Power, Water, Rail, Wastewater/Surface Water, and Solid Waste Divisions will use this contract. Funding beyond the current biennium is subject to future availability of funds. The user departments are billed directly for their audit.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

SERVICES CONTRACT

THIS CONTRACT, made and entered into effect September 1, 2019 by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and Moss Adams LLP, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of Annual Audit Services as is described in Exhibit A, Statement of Work, attached hereto and incorporated herein.

2. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

3. Term

All services shall be satisfactorily completed on or before August 1, 2021 and this Contract shall expire on said date unless mutually extended in writing by the Parties.

4. Renewals

At CITY's sole option, the Term of this Contract may be renewed for additional one-year periods, not to exceed three renewal periods. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

5. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

6. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with EXHIBIT B. In the event of conflicts or inconsistencies between this Contract and Exhibit B, this Contract is fully controlling.

7. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$468,000 without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

8. Payment

CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

9. Payment Method

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

10. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of

CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

11. Services Warranty

The CONTRACTOR represents that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

12. Reliance on CITY Provided Data or Information

CITY acknowledges that the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification in performance of this contract.

13. Contract Administration

Leda Voigt, Senior Financial Manager, for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

14. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel, or other qualified personnel, perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

15. Right to Audit

Upon CITY's request, CONTRACTOR shall make available to CITY information regarding fees and expenses charged in performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess validity of such fees and expenses charged under this Contract or in satisfaction of City's public disclosure obligation, as applicable.

16. Records Retention

The CONTRACTOR shall maintain records with respect to all matters covered by this Contract as follows: (a) at the conclusion of this Contract, CONTRACTOR will return to CITY all original records CITY supplied to CONTRACTOR; (b) CITY's records are the primary records for CITY's operations and comprise the backup and support for the results of this Contract; (c) CONTRACTOR's records and files, including CONTRACTOR's workpapers, whether kept in paper or electronic media, are CONTRACTOR's property and are not a substitute for CITY's own records; and (d) except as set forth above, CITY agrees that CONTRACTOR may destroy paper original copies of any documents, including without limitation, correspondence, agreements, and representation letters and retain only digital images thereof. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of seven years after receipt of the final payment under this Contract or termination of this Contract.

17. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name: Leda Voigt	Name: Olga Darlington
Title: Senior Financial Manager	Title: Partner
Address: 3628 S. 35 th Street Tacoma, WA 98409	Address: 999 Third Avenue Suite 2800 Seattle, WA 98104
Telephone No.: 253.502.8512	Telephone No.: 425.551.5712
E-mail: lvoigt@ci.tacoma.wa.us	E-mail: Olga.Darlington@mossadams.com
	With copy to: General Counsel

18. Termination

Either party may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to the other party. In the event of termination, (a) CONTRACTOR will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination; (b) CITY shall pay Contractor for work and services provided and expenses incurred through the effective date of termination not to exceed the total compensation set forth herein; (c) all finished reports prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY; and (d) neither party shall be liable to the other for any damages that occur as a result of CONTRACTOR ceasing to render services.

19. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

20. Taxes

CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

21. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

22. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of bodily injury (including death), damage to real property, and damage to tangible personal property to the extent caused by the intentional misconduct, or reckless or negligent acts or omissions of CONTRACTOR or its officers, employees, subcontractors, or agents under this Contract. CITY shall provide CONTRACTOR with prompt written notice of such claim and cooperate with CONTRACTOR in handling the claim. CONTRACTOR shall be entitled to control the handling of such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and

include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense as described in section 22, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

23. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are attached as Exhibit C to this Contract and are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

24. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

25. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The

CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

26. City ownership of Work/Rights in Data and Publications

- A. To the extent CONTRACTOR creates any final work product, excluding any Contractor Materials (defined below) contained or embodied therein, (the "Work") is subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. CONTRACTOR shall retain all right, title and interest in and to all Contractor Materials. "Contractor Materials" means it working papers and all discoveries, concepts and ideas, whether or not registrable under patent, copyright or similar statutes, including, without limitation, patents, copyright, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data and documentation, and related modifications, improvements and know-how, that CONTRACTOR, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires or obtains knowledge of at any time before, during, after or outside of this Contract without breach of CONTRACTOR's duty of confidentiality to CITY. To the extent that the Work contains Contractor Materials, CONTRACTOR hereby grants the CITY, its successors and assigns, a royalty-free, nonexclusive license to use the Contractor Materials for its own use. Any interest in the services and work products granted hereunder by CONTRACTOR to CITY shall be effective upon and to the extent of payment by CITY of the fees and expenses invoiced by CONTRACTOR pursuant to this Contract. Notwithstanding anything to the contrary in this Contract, CONTRACTOR and its personnel are free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Contract so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of CITY. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

27. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide

CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

28. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

29. Duty of Confidentiality

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR performs activities under the Contract, a "Service Provider." "Service Provider" will report any unauthorized use or disclosure of confidential or otherwise protected personal information that it receives or maintains for CITY related to "Covered Accounts."

This Section shall survive for six (6) years after the termination or expiration of this Contract.

30. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

31. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

32. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries.

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Waiver.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival.

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement.

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification.

No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

Direct Solicitation and Negotiation

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:
By:

MOSS ADAMS LLP:
By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____ City Attorney: _____ (as to Form)

Approved By: _____ Approved By: _____

Approved By: _____ Approved By: _____

Approved By: _____ Approved By: _____

Approved By: _____ Approved By: _____

BACKGROUND

Tacoma's public utilities are municipally owned and operated providing electric power, water, rail, wastewater/storm water treatment and solid waste disposal services to customers within Tacoma and the surrounding area. The Power, Water and Rail Divisions are units of the Department of Public Utilities, more commonly referred to as Tacoma Public Utilities (TPU). The Sewer/Surface Water and Solid Waste Management utilities are units of the City of Tacoma, Environmental Services Department. The five utilities may be specifically identified or referred to in whole as the operating divisions in subsequent paragraphs.

TPU Power Division, with over 1,000 employees, provides electrical service to approximately 177,000 retail customers. Four hydroelectric generating projects are owned and operated by the Power Division. The balance of the division's power requirements is obtained through a variety of exchange and purchase agreements with BPA, other utilities and agencies. The Power Division also owns Click! Network, which provides telecommunications services such as cable television, broadband and wholesale internet services. The Power Division's operating revenue for 2017 was \$446.3 million.

TPU Water Division, with approximately 230 employees, serves approximately 101,000 customers. The primary source of supply is the Green River located some 42 miles east of the city. An auxiliary well system is also available to meet seasonal and unusual demands. The Water Division's operating revenue for 2017 was \$94.6 million.

TPU Rail Division, with over 100 employees, provides rail switching services to the Port of Tacoma and major Tacoma industries under its Tidelands Division. Tacoma Rail also provides rail service from its Capital Division. The Capital Division interchanges rail cars with BNSF in East Olympia. No traffic for the Capital Division enters Tacoma Rail's Tidelands infrastructure. The Rail Division's operating revenue for 2017 was \$30.7 million.

The City's Sewer Utility, with approximately 300 employees, provides wastewater and surface water services. The wastewater system processes wastewater through its two plants for approximately 77,000 customers and had revenues of \$72.3 million in 2017. The surface water (storm drain) system serves approximately 71,000 customers. Operating revenues in 2017 were \$33.8 million.

The City's Solid Waste Management utility, with approximately 180 employees, provides refuse collection and disposal services for approximately 61,000 residences and businesses located within the City's boundaries. Disposal methods include recycling, long-haul to outside landfills, and disposal in a City-owned landfill. Operating revenues in 2017 were \$67.9 million.

TPU and the City utilize SAP for ERP applications such as general ledger, payroll, purchasing, treasury, work orders, human resources, and customer billing and accounts receivable (CIS) for utility accounts. Other specific applications unrelated to this project also interface with SAP. Customer billing for Click! Network is Great Lakes Data System.

The Finance Department provides purchasing, disbursements, and financial reporting support to the audit subjects, for all City departments and TPU divisions. The Department's treasury function, which includes all receipting and investing of City funds, is handled exclusively by the City Treasurer, who is an officer of the City.

The Finance Department adheres to the accounting and reporting requirements prescribed by the Federal Energy Regulatory Commission (FERC) and National Association of Regulatory Utility Commissioners (NARUC) and adopted by the State Auditor. The State Auditor examines the financial affairs of the City annually, including the audit subjects.

The Finance Department requires the performance of a financial audit of standalone financial statements for Power, Water, Rail, Sewer/Surface Water, and Solid Waste Management funds for each of the five years ending December 31, 2019 through 2023, and to express an opinion as to whether the statements are presented fairly and in conformity with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and are applied on a basis consistent with that of the preceding year.

SCOPE OF SERVICES AND DELIVERABLES

) The scope of services will be limited to the examination of standalone financial statements for each of the five years ending December 31, 2019 through 2023. The purpose of the examinations is to obtain the auditor's opinion on the fairness of the financial statements presented, and are in conformity with generally accepted accounting principles applied on a basis consistent with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and shall include such tests, sampling and other audit techniques as the auditor determines necessary in the circumstances. Any additional services for which the Finance Department would be charged may be subject to a new contract or amendments to the contract entered into pursuant to this RFP and subject to the provisions of all applicable City ordinances.

b) Prepare standard form audit reports for the Power Division, Water Division, Rail Division, Sewer/Surface Water and Solid Waste Management utilities after examining each standalone financial statements and related records. The audit reports shall include a signed opinion, Statement of Net Position, Statements of Revenues, Expenses, and Changes in Net Position, Statements of Cash Flows, Required Supplementary Information, and accompanying Notes to the financial statements. The Finance Department must receive the audit report no later than five business days following the completion of final field work.

c) It is the responsibility of the financial auditor to request and acquire access to any needed information pertinent to audits of previous years' financial statements. The most likely sources for obtaining such information are the Finance Department and the State Auditor's Office for the year(s) in question.

d) Ascertain whether the operating Divisions' have complied with debt service, bond reserve fund and other requirements as prescribed in the various bond resolutions and ordinances of the City of Tacoma.

e) Prepare and submit a management letter to the Finance Department no later than five days following the audit report. The management letter shall report all significant opportunities for realistically improving internal control of Divisions' and procedures which are discovered or observed by the auditor in the course of the audit.

f) Prepare Engagement Letter and perform agreed upon procedures in conformity with attestation standards related to City requirements established by the Environmental Protection Agency (EPA) under the provisions of the Thea Foss and Wheeler-Osgood Problem Areas RD/RA Consent Decree of the City of Tacoma.

g) Provide two CPE credit qualified training sessions per year by subject matter experts of at least four hours on current topics such as implementation of GASB pronouncements and derivative reporting requirements.

8.6 Fees and Charges / Method of Billing / Hourly Rates

For our clients, it's about more than the dollars you pay at the end of the day; it's about value. Consider both the tangible and intangible benefits of working with us. You'll continue to get solid and timely deliverables. But more than that, the experience you'll have as you continue working with forward-thinking, industry-specialized professionals who work side by side with you to explore new possibilities is where you'll see the value. Invest in your future prosperity and experience a different style of service with us.

8.6.1 Prepare a schedule showing the hourly billing rate of each job category (e.g., partner, manager, senior, and staff auditors).

Billing Rates

Staff Level	Standard Hourly Rate	Discounted Hourly Rate for the City
Partner	\$410–\$460	\$325–\$350
Senior Manager	\$300–\$330	\$225–\$250
Manager	\$220–\$255	\$185–\$200
Senior	\$180–\$195	\$155–\$175
Staff	\$50–\$185	\$50–\$135

8.6.2 Indicate the number of individuals in each job category that you would anticipate assigning to the engagement and the estimated number of hours each would work on each year's audit.

Number of Individuals by Job Category and Estimated Hours

Staff Level	Number Assigned	Anticipated Number of Hours
Partners	3	155
Senior Managers	1	85
Managers	2	200
Seniors	1	160
Staff	3	470

8.6.3 Specify a not-to-exceed fee for each year from 2019 through 2023 including all out-of-pocket expenses.

Not-to-Exceed Fee Quote by Year

Service Description	2019	2020	2021	2022	2023
Not-to-Exceed Fee Quote (including all out-of-pocket expenses)	\$230,000	\$238,000	\$246,000	\$254,000	\$262,000

It's also our priority to be clear with you on pricing and fees from the very beginning—we'd rather provide a reasonable fee estimate than charge you for unexpected matters later. We've priced our engagement competitively to reflect our desire for a long-term client service commitment, realizing efficiencies we have gained in prior audits, and to support the City's strategic objectives.

This approach benefits both the City and Moss Adams and we won't waste your time—or ours—trying to fit you into a box. We'll save time and resources by applying only what's beneficial to the City and we'll be ready to adjust as needed. Our goal isn't to simply "perform" services—we want to continue working with you to create a custom engagement based on your needs. However, if fees may keep us from being considered, please reach out to us to discuss prior to making a final decision.

8.6.4 Explain how you would handle your costs to become acquainted with the systems, records, and procedures. Bear in mind there are five separate entities to be audited that share common accounting systems.

Handling Costs to Become Acquainted with the City's Systems, Records, and Procedures

As your current auditor, no costs will be incurred to become acquainted with the systems, records, and procedures. Our competitive fee proposed above, includes efficiencies we'll continue to recognize from past audits.

8.6.5 Indicate how your fees for 2019 and subsequent years would be allocated between the divisions.

Fees for 2019 Through 2023 for Each Division

Our allocations of fees between divisions will be as follows:

Year	Power	Water	Rail	Sewer	Solid Waste	Total
2019	\$68,000	\$61,000	\$34,000	\$37,000	\$30,000	\$230,000
2020	\$71,000	\$62,000	\$35,000	\$38,000	\$32,000	\$238,000
2021	\$73,000	\$64,000	\$36,000	\$39,000	\$34,000	\$246,000
2022	\$75,000	\$66,000	\$37,000	\$40,000	\$36,000	\$254,000
2023	\$77,000	\$68,000	\$38,000	\$41,000	\$38,000	\$262,000

8.7 Training and CPE Availability

8.7.1 Provide a list of CPE qualified training sessions offered to clients by your firm.

WEBCASTS



Continuing education is vitally important to us, and we're happy to share our knowledge with you and your staff. We frequently offer a wide range of topical online seminars, many of which are archived and available on demand, allowing you to watch them on your schedule—play, pause, or resume later.

Currently Available On Demand

- [The Effects of Tax Reform on Utilities Benefits and Compensation](#)
- [GASB Lease Accounting Changes for Governments](#)
- [Internal Audit Series: Contract Audits](#)
- [Using Audit Programs to Meet Community Needs](#)
- [Red Team Penetration Testing: Taking the Offensive in Cybersecurity](#)
- [How IT Controls Impact Accounting and Finance Departments](#)

Upcoming Live Webcasts

The 2019 government webcast series offers the following topics:

- GASB Updates
- New Fiduciary Activities Standard

Other topics covered in our webcast series include the following:

- Cybersecurity
- Construction Audits
- Performance Audits

SEMINARS AND EVENTS



You'll be invited to attend a number of conferences and networking events presented by Moss Adams and distinguished guest speakers. Our events are an opportunity for you and your staff to meet our professionals, share best practices with industry peers, and earn CPE.

Upcoming Events

In 2019, professionals from our Government Services group will participate in the following events:

- AICPA Government and Not-for-Profit Training Program, October 28–30, 2019

- AICPA National Governmental Accounting and Auditing Update conference, August 12–14, 2019
- Association of Government Accountants – local chapters
- GFOA annual conference

ONLINE PUBLICATIONS



Keeping you informed about changes in the financial landscape is one of our top priorities. We closely monitor regulatory agencies, participate in industry and technical forums, and write about a wide range of general as well as industry-specific accounting, tax, and business issues. The goal? To provide you with actionable information and guidance to help your organization succeed.

This information comes in two main forms, both delivered to you via email:

- **Alert.** Time-sensitive news about tax and regulatory changes.
- **Insight.** The big picture on accounting and business topics.

8.7.2 Provide examples of training courses presented by your firm in the past three years.

Over the past three years, Moss Adams has presented on the following courses:

- May 2016 – Uniform Guidance Webcast
- September 2016, American Public Power Association, Annual Business and Financial conference
- December 2016 – GASB 77 Webcast
- June 2017 – Uniform Guidance Update Webcast
- September 2017, American Public Power Association, Annual Business and Financial conference
- September 2018, American Public Power Association, Annual Business and Financial conference
- December 2018 – GASB 87 Webcast
- Annual OR Region Governmental Accounting Conference

In addition to the training courses listed above, we'll also sponsor and speak at the following national and regional conferences:

- GFOA Annual Conference, May 19–22, 2019 in Los Angeles, CA
- American Public Power Association, webinar series on Leases – April–July 2019
- AICPA Government and Not-for-Profit Training Program, October 28–30, 2019 in Las Vegas, NV



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL office
200 East Randolph
Chicago IL 60601 USA

CONTACT
NAME:
PHONE (A/C No. Ext.) (312) 381-1000 FAX (A/C No.) (312) 381-7007
E-MAIL:
ADDRESS:
PRODUCER
CUSTOMER ID #: 570000010349

INSURED
Moss Adams LLP
999 Third Avenue
Suite 2800
Seattle WA 98104 USA

INSURER(S) AFFORDING COVERAGE
INSURER A: The Continental Insurance Company NAIC # 35289
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 570078550730 REVISION NUMBER:

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

30-day notice of cancellation except 10 days for non-payment.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	
	CAUSES OF LOSS				PERSONAL PROPERTY	
	BASIC				BUSINESS INCOME	
	BROAD				EXTRA EXPENSE	
	SPECIAL				RENTAL VALUE	
	EARTHQUAKE				BLANKET BUILDING	
	WIND				BLANKET PERS PROP	
	FLOOD				BLANKET BLDG & PP	
	INLAND MARINE	TYPE OF POLICY				
	CAUSES OF LOSS	POLICY NUMBER				
	NAMED PERILS					
A	X CRIME	596735561	10/11/2018	10/31/2019	X Employee Dishonesty	\$1,000,000
	TYPE OF POLICY	Crime - Primary			X Deductible	\$50,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Tacoma
747 Market Street
Tacoma, WA 98402 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.



CNA PARAMOUNT

General Liability Extension Endorsement

1. ADDITIONAL INSURED

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:

- (a) the **bodily injury** or **property damage**; or
- (b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

CNA74879XX (1-15)

Page 2 of 13

CONTINENTAL CASUALTY COMPANY

Insured Name: MOSS ADAMS LLP

Policy No: 5088714197

Endorsement No: 1

Effective Date: 10/31/2018

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center Lemmer, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005	1-847-385-6800 CONTACT NAME: John Hecht PHONE (A/C No. Ext): 847-385-6800 FAX (A/C No.): E-MAIL: PBGCerts@lemmer.com INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins Co and various insurers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
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COVERAGES CERTIFICATE NUMBER: 57425103 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOF AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		HRSD0000084	07/01/19	07/01/20	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Tacoma
747 Market Street
Tacoma, WA 98402
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)
Rita.Rizzo@lemmer.com_LEM
57425103

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C No. Ext): (312) 381-1000 FAX (A/C No.): (312) 381-7007 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins. Co. of Hartford 20478 INSURER B: The Continental Insurance Company 35289 INSURER C: Underwriters At Lloyd's London 15792 INSURER D: INSURER E: INSURER F:	NAIC #
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COVERAGES CERTIFICATE NUMBER: 570078550664 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR WA Stop Gap Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5088714197 General Liability	10/31/2018	10/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOF AGG \$2,000,000 WA Stop Gap \$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB DED RETENTION CLAIMS-MADE		6045508936 Umbrella	10/31/2018	10/31/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	5088714197 workers compensation	10/31/2018	10/31/2019	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber Liability		CR-163785 Cyber	10/31/2018	10/31/2019	Limit/Aggregate \$2,000,000 Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Tacoma is added as Additional Insured as respects the General Liability as required per written contract. Umbrella is a follow form. 30-day notice of cancellation except 10 days for non-payment. General Liability is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of subrogation in favor of Additional Insured as respects the General Liability and Workers Compensation pursuant to a written contract. Cross-Liability and Separation of Insureds included.

CERTIFICATE HOLDER

City of Tacoma
747 Market Street
Tacoma, WA 98402 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CNA PARAMOUNT

General Liability Extension Endorsement

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

CNA74879XX (1-15)

Page 3 of 13

CONTINENTAL CASUALTY COMPANY

Insured Name: MOSS ADAMS LLP

Policy No: 5088714197

Endorsement No: 1

Effective Date: 10/31/2018

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CNA PARAMOUNT

General Liability Extension Endorsement

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

CNA74879XX (1-15)

Page 4 of 13

CONTINENTAL CASUALTY COMPANY

Insured Name: MOSS ADAMS LLP

Policy No: 5088714197

Endorsement No: 1

Effective Date: 10/31/2018

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CNA PARAMOUNT

General Liability Extension Endorsement

3. This Paragraph J. also does not apply:

- to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
- to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
- if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;
- for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor
- who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, **offense** or **claim** only when the **occurrence**, **offense** or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

CNA74879XX (1-15)

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CONTINENTAL CASUALTY COMPANY

Insured Name: MOSS ADAMS LLP

Policy No: 5088714197

Endorsement No: 1

Effective Date: 10/31/2018

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CNA PARAMOUNT

General Liability Extension Endorsement

not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B - Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE - ELEVATORS

A. Under **COVERAGES**, **Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE - ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended as follows:

- Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- the **Named Insured's** ongoing operations; or
- your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- is in effect or becomes effective during the term of this **Coverage Part**; and
- was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74879XX (1-15)

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CONTINENTAL CASUALTY COMPANY

Insured Name: MOSS ADAMS LLP

Policy No: 5088714197

Endorsement No: 1

Effective Date: 10/31/2018

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 5 88714216

Policy Effective Date: 10/31/2018

Endorsement No: 13; Page: 1 of 1

Policy Page: 140 of 195

Underwriting Company: The Continental Insurance Company, 333 S Wabash Ave, Chicago, IL 60604



City of Tacoma

U-11110

#2

10-23-19

Contract and Award Letter
Purchase Resolution – Exhibit "A"

TO: Board of Contracts and Awards
FROM: Andrew Cherullo, Director, Finance Department
Michael San Soucie, Treasury Manager
COPY: City Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark,
Finance/Purchasing
SUBJECT: Increase and Extend the Citywide Contract for Retail Lockbox Services
Request for Proposal Specification No. FI14-0028F, Contract No. 4600010458 –
Requested Public Utility Board October 23, 2019 / City Council Date October 29,
2019
DATE: October 1, 2019

RECOMMENDATION SUMMARY:

The Finance Department, Treasury Division, requests approval to increase and extend the Citywide Contract 4600010458 with Retail Lockbox Inc., Seattle WA, by \$75,000, plus applicable taxes, for retail lockbox services. The increase will account for the additional scope added in previous amendments and the anticipated amendment for a two-year extension. This increase will bring the contract to a cumulative total of \$975,000, plus applicable taxes.

STRATEGIC POLICY PRIORITY:

Through the safekeeping and timely deposit of City monetary assets, the contract promotes the following strategic policy of encouraging and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

BACKGROUND:

The City of Tacoma contracted with Retail Lockbox Inc. through a Request for Proposals, which searched for the most qualified firm that could perform retail lockbox services. During the first term of the contract and one two-year extension, Retail Lockbox Inc. has performed these services well and we have amended the contract to add additional scope for increased departmental needs.

ISSUE: To provide a more efficient option for depositing City funds than having employees processing all of our payments on their own, we wish to extend the term of our current contract for retail lockbox services. However, with the previously added scope and use of our first two-year extension, we have reached our original dollar threshold for the original contract. We need to increase the contract to account for this.

ALTERNATIVES: The alternative to increasing and extending the contract is to solicit for services again. We do not recommend this option in order to avoid the cost of an interruption in service and the time, effort, and cost a new solicitation requires. In addition, Retail Lockbox Inc has provided great service during the term of the current contract. Continuing with the current contract as originally written is the preferred option.

**COMPETITIVE SOLICITATION:**

Request for Proposals Specification No. FI14-0028F was opened October 14, 2014. Three companies were invited to submit proposals in addition to normal advertising of the project. Two submittals were received.

Contract History: This contract was awarded as a result of Request for Proposals Specification No FI14-0028F to Retail Lockbox Inc. in November 2014. Resolution No. 39163 noted approval of the original contract award in the amount of \$900,000 for a three-year term through November 30, 2017, with two two-year renewals.

FISCAL IMPACT:**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
0010 General Fund for:	598506	5330100	\$75,000
TPU CUST SVS ADMIN			
TPU CUST SVS LOBBY			
TELE – CLICK			
ES SOLID WASTE			
FIN COMM SVCS			
LIBRARY ADMIN			
FIN TAX & LICENSE			
MUNI COURT			
TVE BUS ADMIN			
TVE TAC PARKING			
TFD EMS BILLING			
CCOP – TVE GTCC			
ES WASTEWATER			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Assessments	652000	5950076	\$75,000
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 75,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

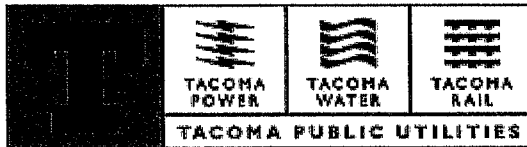


EXHIBIT "A"

RESOLUTION NO.: U-11110

ITEM NO.: 3

MEETING DATE: 10/23/2019

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent/COO, Tacoma Power
Tenzin Gyaltzen, UTS Section Manager
Scott Dewhirst, Water Superintendent/COO
COPY: Andre' Peddeferri, AMI Program Manager, UTS AMI Program
Public Utility Board, Director of Utilities, Board Clerk SBE Coordinator, LEAP
Coordinator, and Richelle Krienke, Finance/Purchasing
SUBJECT: Advanced Meter Software-as-a-Service and Managed Services
Request for Proposals Specification No. PS18-0015F – October 23, 2019
DATE: September 23, 2019

RECOMMENDATION SUMMARY: Tacoma Power, Utility Technology Services (UTS) and Tacoma Water recommend a contract be awarded to Sensus USA, Inc., Raleigh, N.C., for advanced metering software-as-a-service (SaaS) and managed services, in the amount of \$3,388,000 plus applicable taxes, for an initial contract term through October 24, 2024.

BACKGROUND:

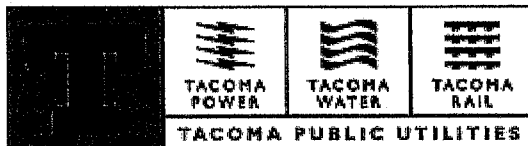
The AMI Program consists of implementing an advanced metering infrastructure throughout the Tacoma Public Utilities' service area with advanced meters for both power and water services. Approving this contract allows TPU to begin manage and monitor the system performance for the Advanced Meters Infrastructure (AMI) operational environment.

ISSUE: The existing power and water infrastructure is aging and inefficient. Advanced meters will replace an aging infrastructure and infuse technology that will fundamentally transform TPU's relationship with its customers. The Advanced Metering Infrastructure program forms the critical and essential technology foundation to enhance power and water services to all customers that over time will provide near real-time information necessary so customers can manage their usage, control their costs and help the environment. Power and water operational benefits will result in higher reliability and system efficiency.

ALTERNATIVES: Tacoma Public Utilities could continue to use non-communicating power and water meters that require manual reading. The current electromechanical meters TPU uses are obsolete and no longer manufactured. Continuing to use non-AMI meters will leave TPU outside of the technology standards already implemented by more than half of all U.S. utilities and unable to provide enhanced utility services many customers are requesting and expect to be available. Non-communicating meters also prevent TPU from realizing the operational improvements now commonly in practice in the Utility industry.

COMPETITIVE SOLICITATION:

RFP Specification No. PS18-0015F opened May 15, 2018. Seven companies were invited to bid in addition to normal advertising of the project. Seven submittals were received and thoroughly evaluated. A selection advisory committee (SAC), comprised of 10 members from Tacoma Power, Tacoma Water, Information Technology Department, and Customer Services ranked proposals using the following categories and weights: AMI Solution Requirements Compliance 40%; Price/Value - 25%; Network Coverage Plans 15%; Qualifications/Experience of Firm and



Project Team - 10%; Proposed Methodology and Approach - 5%; and Small Business Enterprise (SBE)/Minority and Women's Business Enterprise (MWBE) - 5%. The proposal submitted by Sensus was ranked the highest by the SAC.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Score</u>
Sensus USA, Inc.	Raleigh, NC	59.88
Landis & Gyr Technology, Inc	Alpharetta, GA	58.98
Itron, Inc.	Liberty Lake, WA	56.32
Aclara Technologies LLC	St. Louis, MO	55.62
Elster Solutions, LLC (Honeywell)	Raleigh, NC	48.79
Cellco Partnership d/b/a Verizon	Laurel, MD	38.18
Zenner Performance Meters, Inc. (dba Zenner USA)	Addison, TX	14.89

During negotiations with Sensus, TPU included additional water meters. The not to exceed amount is as follows:

Sensus	SaaS & Managed Services SOW	\$3,388,000.00
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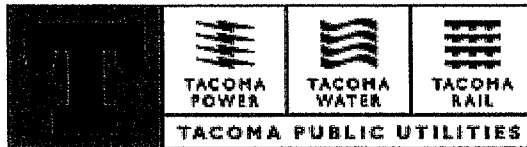
Pre-bid Estimate: \$1,326,000 for five-years of SaaS.

TPU negotiated \$1,047,500 for SaaS services that resulted in a pre-bid savings of 21%. In addition to SaaS, TPU negotiated for Managed Services in the amount of \$2,138,500 for five years. The remaining \$202,000 is for test environments that are being transitioned from the Sandbox SOW to this Software SOW.

CONTRACT HISTORY: New contract.

SUSTAINABILITY: Not applicable.

SBE/LEAP COMPLIANCE: Not applicable.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund	PWR-00946 / PWR-00976	Various	73% - \$2,473,240
4600 – Water Fund	WTR-00527	Various	27% - \$914,760
4700 – Power Fund	564301	5390014	
4600 – Water Fund	582400	5390014	
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
NA			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$440,000.00 FOR 2019/2020

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes, the expenditures have been planned and budgeted for 2019/2020 biennium. Expenditures for 2021 will be planned and budget requested as part of the 2021/2022 biennial budget cycle.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

AMI PS18-0015F Pricing Analysis

	Aclara	Honeywell	Itron	L+G	Sensus	Verizon	Zenner USA
Sandbox	\$ 209,040.52	\$ 479,541.82	\$ 368,262.00	\$ 135,150.00	\$ 72,000.00	Not supplied	Not supplied
Electric Meters	\$ 18,931,541.16	\$ 19,293,039.10	\$ 18,397,336.65	\$ 18,959,573.00	\$ 18,542,028.30	\$ 25,538,580.78	Not supplied
Other Water	\$ -	\$ 84,318.00	\$ 1,138,756.50	\$ 73,000.00	\$ 22,500.00	Not supplied	0
AMI Head End Capital	\$ 417,341.62	\$ 775,118.40	\$ 1,336,109.14	\$ 1,132,324.00	\$ 325,000.00	\$ -	
AMI Head End Maintenance NPV	\$3,051,703.34	\$5,230,974.78	\$9,030,295.73	\$3,487,379.09	\$1,037,602.58	\$ -	
Services	\$ 909,675.75	\$ 628,590.91	\$ 853,178.80	\$ 438,103.00	\$ 1,640,900.00	\$ 80,575,000.00	\$ 120,300.00
Subtotal	\$ 23,519,302.39	\$ 26,491,583.01	\$ 31,123,938.82	\$ 24,225,529.09	\$ 21,640,030.88	\$ 106,113,580.78	\$ 120,300.00
Comm Network Baseline Lifecycle	\$ 3,995,092.91	\$ 5,440,803.51	\$ 3,142,527.97	\$ 1,562,501.25	\$ 1,568,808.19	\$ -	
Comm Network Real Time Lifecycle	\$ -	\$ 8,146,481.16	\$ -	\$ 3,250,894.66	\$ 1,568,808.19	\$ -	
All Water Modules	\$ 7,065,545.04	\$ 8,436,880.00	\$ 5,484,128.00	\$ 7,030,886.00	\$ 6,707,319.60	Not supplied	Not supplied
All Water Meters	\$ 13,009,157.37	\$ 16,329,839.00	\$ 9,617,920.18	\$ 20,933,448.00	\$ 20,171,730.37	Not supplied	\$ 14,230,511.05
% Mix of Modules/Meters	60%						
Cost % Mix	\$ 10,631,712.44	\$ 13,172,655.40	\$ 7,964,403.31	\$ 15,372,165.20	\$ 10,761,574.30		
Cost % Mix with Value Add Meters					\$ 21,106,717.19		
Baseline Cost of System - all modules	\$ 34,579,940.34	\$ 40,369,266.52	\$ 39,750,594.79	\$ 32,818,916.34	\$ 29,916,158.68		
Baseline Cost of System - all Meters	\$ 40,523,552.67	\$ 48,262,225.52	\$ 43,884,386.97	\$ 46,721,478.34	\$ 43,380,569.45		
Baseline Cost of System % Mix	\$ 38,146,107.73	\$ 45,105,041.92	\$ 42,230,870.10	\$ 41,160,195.54	\$ 33,970,413.38		
Baseline System Ranking - all modules	3	5	4	2	1		
Baseline System Ranking - all meters	1	5	3	4	2		
Baseline System Ranking - % mix	2	5	4	3	1		
	21.9	16.8	18.9	19.7	25.0	0.0	0.0
Baseline Cost of Sensus -meters/modules					\$ 50,087,889.05		
Baseline Sensus with Value Add Meters					\$ 60,622,474.27		
Baseline Sensus with % Value Add Meters					\$ 44,315,556.27		

Baseline System Ranking - all modules	2	5	4	3	1	N/A	N/A
Baseline System Ranking - all meters	2	5	3	4	1	N/A	N/A
Baseline System Ranking - % mix	2	5	4	3	1	N/A	N/A

	Aclara	Honeywell	Itron	L+G	Sensus	Verizon	Zenner USA
Real Time Cost of System - all modules	N/A	\$ 43,074,944.17	N/A	\$ 34,507,309.75	\$ 29,916,158.68		
Real Time Cost of System - all Meters	N/A	\$ 50,967,903.17	N/A	\$ 48,409,871.75	\$ 43,380,569.45		
Real Time Cost of System % Mix	N/A	\$ 47,810,719.57	N/A	\$ 42,848,588.95	\$ 33,970,413.38		

Real Time System Ranking - all modules		3		2	1		
Real Time System Ranking - all meters		3		2	1		
Real Time System Ranking - % mix		3		2	1		

AMI PS18-0015F Pricing Analysis

	Aclara	Honeywell	Itron	L+G	Sensus	Verizon	Zenner USA
Sandbox	\$ 209,040.52	\$ 479,541.82	\$ 368,262.00	\$ 135,150.00	\$ 72,000.00	Not supplied	Not supplied
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Other Water	\$ -	\$ 84,318.00	\$ 1,138,756.50	\$ 73,000.00	\$ 22,500.00	Not supplied	0
AMI Head End Capital	\$ 417,341.62	\$ 775,118.40	\$ 1,336,109.14	\$ 1,132,324.00	\$ 325,000.00	\$ -	
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Services	\$ 909,675.75	\$ 628,590.91	\$ 853,178.80	\$ 438,103.00	\$ 1,640,900.00	\$ 80,575,000.00	\$ 120,300.00
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Comm Network Real Time Lifecycle	\$ -	\$ 8,146,481.16	\$ -	\$ 3,250,894.66	\$ 1,568,808.19	\$ -	
All Water Modules	\$ 7,065,545.04	\$ 8,436,880.00	\$ 5,484,128.00	\$ 7,030,886.00	\$ 6,707,319.60	Not supplied	Not supplied
All Water Meters	\$ 13,009,157.37	\$ 16,329,839.00	\$ 9,617,920.18	\$ 20,933,448.00	\$ 20,171,730.37	Not supplied	\$ 14,230,511.05
% Mix of Modules/Meters	60%						
Cost % Mix	\$ 10,631,712.44	\$ 13,172,655.40	\$ 7,964,403.31	\$ 15,372,165.20	\$ 10,761,574.30		
Cost % Mix with Value Add Meters					\$ 21,106,717.19		
Baseline Cost of System - all modules	\$ 34,579,940.34	\$ 40,369,266.52	\$ 39,750,594.79	\$ 32,818,916.34	\$ 29,916,158.68		
Baseline Cost of System - all Meters	\$ 40,523,552.67	\$ 48,262,225.52	\$ 43,884,386.97	\$ 46,721,478.34	\$ 43,380,569.45		
Baseline Cost of System % Mix	\$ 38,146,107.73	\$ 45,105,041.92	\$ 42,230,870.10	\$ 41,160,195.54	\$ 33,970,413.38		
Baseline System Ranking - all modules	3	5	4	2	1		
Baseline System Ranking - all meters	1	5	3	4	2		
Baseline System Ranking - % mix	2	5	4	3	1		
	21.9	16.8	18.9	19.7	25.0	0.0	0.0
Baseline Cost of Sensus -meters/modules					\$ 50,087,889.05		
Baseline Sensus with Value Add Meters					\$ 60,622,474.27		
Baseline Sensus with % Value Add Meters					\$ 44,315,556.27		

Baseline System Ranking - all modules	2	5	4	3	1	N/A	N/A
Baseline System Ranking - all meters	2	5	3	4	1	N/A	N/A
Baseline System Ranking - % mix	2	5	4	3	1	N/A	N/A

	Aclara	Honeywell	Itron	L+G	Sensus	Verizon	Zenner USA
Real Time Cost of System - all modules	N/A	\$ 43,074,944.17	N/A	\$ 34,507,309.75	\$ 29,916,158.68		
Real Time Cost of System - all Meters	N/A	\$ 50,967,903.17	N/A	\$ 48,409,871.75	\$ 43,380,569.45		
Real Time Cost of System % Mix	N/A	\$ 47,810,719.57	N/A	\$ 42,848,588.95	\$ 33,970,413.38		

Real Time System Ranking - all modules		3		2	1		
Real Time System Ranking - all meters		3		2	1		
Real Time System Ranking - % mix		3		2	1		



SOW #	4600013751
Master Agreement #	CW2228638

Statement of Work for Software #1 to Master Supplier Business and Services Agreement

This Statement of Work (the "SOW") is made by and between the Parties identified below on the date indicated below (the "SOW Effective Date"). The Services specified in this SOW will be governed by the terms and conditions of the Master Agreement between the Parties and identified above. The Master Agreement, this SOW, and any attachments or exhibits incorporated hereto shall constitute an Agreement between the Parties (referred to herein as "the Agreement" or "this Agreement"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Master Agreement.

Addresses and contact details

City of Tacoma ("City")	Sensus USA Inc. ("Supplier")
Address: 3628 South 35 th Street Tacoma, WA 98409-3192	Address: 8601 Six Forks Road Suite 700 Raleigh, NC 27615
Contact Name: Andre Pedefferri	Contact Name: Mark Newton
Phone Number: 253.502.8997	Phone Number: 919-845-4000
Email Address: apedefferri@cityoftacoma.org	Email Address: mark.newton@xyleminc.com
	Tax ID: 51-0338883

Term:

SOW Effective Date:	October 24, 2019
Term of Agreement:	5 years

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PROJECT BACKGROUND

City has requested the Software and Services listed below, hereinafter referred to as "Software" and/or "Services" all of which are deemed to be part of the Work provided pursuant to the Agreement. All amounts in this SOW are in US Dollars.

1. EXHIBITS

The following Exhibits are attached hereto and made a part of this SOW:

1. Exhibit 1 - Service Level Objectives
2. Exhibit 2 - Pricing
3. Exhibit 3 - City Formal Task Authorization Form
4. Exhibit 4 - City's Change Management Policy
5. Exhibit 5 - Supplier's Change Management Policy

2. DEFINITIONS

"Patches" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found in previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

"FlexNet Managed Services" means the FlexNet Managed Services as described in Section 5 of this SOW.

"Transition Services" means the Transition Services as described in Section 3.4 of this SOW.

"Updates" means releases of the Software that constitute a minor improvement in functionality.

"Upgrades" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

"Operationally Accepted Coverage Meter List" means those Endpoints where FlexNet network coverage is provided by the then-current Field Network Design. The Operationally Accepted Coverage Meter List may be amended by the Parties to add new Endpoints covered by the FlexNet network. New Endpoints installed by City will be assumed to be covered by the FlexNet System unless Supplier demonstrates that the Endpoint is not adequately readable by the FlexNet System based on the then-current Field Network Design.

"Field Network Design" means the then-current mutually agreed upon list of FlexNet Base Stations, including locations, antenna heights, and FlexNet Base Station type. The Field Network Design will be provided by Supplier based upon radio frequency propagation studies.

"Available Meter" means an installed Supplier FlexNet meter (with a SmartPoint Module installed) or a Supplier SmartPoint Module which has been installed on a third party meter, and which satisfies all of the following criteria: (i) it has been purchased by City; (ii) it is installed within the Service Territory; (iii) it is included on the then-current Operationally Accepted Coverage Meter List; (iv) it has been provisioned on the production RNI software; (v) is not an Unavailable Meter.

"Unavailable Meter" means any Supplier FlexNet meter (with a SmartPoint Module installed) or a Supplier SmartPoint Module which has been installed on a third party meter, that has been purchased by City and

installed, and meets any of the following criteria: (i) it does not function properly in accordance with the specifications; (ii) it is an electric meter that has not been powered for at least twenty-three (23) hours of the day under consideration; (iii) it is serviced by a FlexNet Base Station that has been subjected to a power failure greater than eight (8) total hours in the most recent two (2) days; (iv) it or a FlexNet Base Station that serves that meter has been affected by a force majeure event; (v) illegal jamming of the radio spectrum or other illegal interference is preventing radio communication to or from the meter; (vi) it has been identified by City or Supplier as an Endpoint that requires replacement or maintenance; (vii) its functioning or performance has been adversely affected by deficiencies of the meter box and socket; (viii) its functioning or performance has been adversely affected by a failure or insufficiency of the City's backhaul telecommunications network.

3. TERM, TERMINATION, AND TRANSITION

3.1. Term

The Term of this Agreement shall commence on the SOW Effective Date and continue for five (5) Years ("Initial Term").

At the end of the Initial Term, this Agreement may be renewed for additional terms (each a "Renewal Term") by written amendment agreed to by both Parties. The Parties agree to begin the negotiation process of a Renewal Term, including applicable pricing, not less than one hundred eighty (180) days before the end of the current Term. The "Term" shall refer to both the Initial Term and any Renewal Term.

Notwithstanding the above, in the event that an amendment is not executed before the end of the Initial Term of this Agreement, City may choose to continue the Services outlined in this Agreement according to the terms of this Agreement for up to twelve (12) months until the renewal amendment is executed between the Parties ("Grace Period Term"). Fees during the Grace Period Term will be as shown for Year 5 but increased by three percent (3%).

3.2. Termination for convenience

For clarity and avoidance of doubt, City may, at any time after the SOW Effective Date, terminate this Agreement for convenience by giving Supplier at least one hundred eighty (180) days' written notice of such termination. Should the City terminate this Agreement for convenience, Supplier will be unable to recover its investment in server Hardware expended to meet the requirements of, this Agreement and will be unable to use the hardware for other clients. Both Parties acknowledge that such server Hardware was expended or procured by Supplier in reliance on this Agreement. Therefore, should City terminate this Agreement for convenience, City will pay the Termination for Convenience Fees then applicable pursuant to the table set forth below ("Termination for Convenience Fees"). Such Termination for Convenience Fees are liquidated damages and represent a reasonable estimate of the costs to Supplier for termination for convenience by City of this Agreement before the expiration of the Initial Term.

The Termination for Convenience Fees set forth below are listed for each Contract Year, where "Contract Year" means each successive twelve (12) month period beginning on the SOW Effective Date and on each anniversary thereof. For clarity and avoidance of doubt, the Termination for Convenience Fees cover Supplier's investment in server hardware, and are separate and apart from the Transition Fees defined elsewhere in this Agreement. The Termination for Convenience Fee is a flat fee and is not pro-rated during the Contract Year.

Termination for Convenience Fee(s)

If City terminates this Agreement for convenience, the following Termination for Convenience Fees will be payable by City to Supplier on the termination for convenience effective date:

Contract Year	Termination for Convenience Fee
Contract Year 1	\$100,000
Contract Year 2	\$75,000
Contract Year 3	\$50,000
Contract Year 4	\$25,000
Contract Year 5	\$0

3.3. Termination Reimbursement Obligations

In the event the City terminates this SOW for cause or for convenience, City's sole right and Supplier's sole obligation (except to the extent otherwise expressly stated in this Agreement) will be for Supplier to promptly refund to City, on a pro rata basis, any SaaS and Managed Services fees paid in advance under this SOW that are unused as of the termination effective date. Such refund will also include any credits due to City that are associated with Supplier's failure to achieve the applicable Service Level Objectives outlined in this Agreement. Any credit refund issued by Supplier may be credited against the Termination for Convenience Fee owed by City.

3.4. Transition services following termination

If, during the Term of this Agreement, City chooses to terminate this Agreement and transition from the Supplier's hosted solution to a City-owned and operated Software model, City must provide Supplier with six (6) months' advanced written notice. Any such notice shall be issued by City no later than one hundred eighty (180) days prior to the end of a given Term. After Supplier's receipt of any such notice, City and Supplier will jointly develop a Transition Services Plan (as defined below) defining the schedule and responsibilities under which the hosting, management, monitoring functions, and migration of City Data within the FlexNet System will be transitioned to City. The schedule will include the termination date of the Services.

Supplier will provide Transition Services for the fees outlined in Exhibit 2 - Pricing. Any Transition Services Plan will include the following:

- Solution design
- Support for City's procurement of equipment and licenses
- RNI installation
- Data migration
- Support for City's documentation of operational procedures
- Support for City's testing and validation processes

If required, Software license and maintenance fees will be negotiated by the Parties.

4. SCOPE OF WORK/SERVICES FOR SOFTWARE-AS-A-SERVICE

4.1. Software as a Service Generally

“Software as a Service” (“SaaS”) is a type of service in which Supplier will be responsible for the day-to-day monitoring, maintenance, management, and supporting of City’s FlexNet RNI Software application and associated infrastructure. The RNI Software’s primary objective is to manage network communications, collect endpoint (such as meters) data, transfer data to City’s software systems, and to support associated features and applications.

In a SaaS solution, Supplier owns all components of the solution (server hardware, storage, network equipment, Supplier Software, and all third-party software) required to run and operate the RNI Software.

The managed systems consist of the Hardware, Supplier Software, and other third-party software that is required to operate the RNI Software. The RNI Software will have a production environment and Supplier will provide Disaster Recovery (“DR”) services (as defined below). Non-production environments are provided only as defined in Section 4.5 of this SOW. Supplier will manage the RNI Software by providing 24 x 7 x 365 monitoring of the availability and performance of the RNI Software.

For clarity, Supplier is not responsible for Work in: (i) City data center(s), (ii) on City-owned internet connections, or (iii) City-owned backhaul network.

4.2. SaaS – Production Environment

Supplier will provide SaaS for the Supplier’s RNI Software as described herein, for so long as City is current in its payments to Supplier.

City’s production environment will utilize a dedicated Software instance. RNI Software components and database will not be shared with other customers of Supplier. The City’s production environment will utilize an isolated network for City use.

SaaS provided by Supplier shall mean the following Services:

- i. Supplier will provide the use of required hardware, located at Supplier’ or a third party’s data center facility (as determined by Supplier), that is necessary to operate the RNI Software. Supplier will provide no less than ninety (90) days’ notice to City if Supplier elects to utilize a third party’s data center facility.
- ii. Supplier will provide production environment and DR services for RNI Software.
- iii. Supplier will provide Patches, Updates, and Upgrades to latest RNI Software release and SaaS infrastructure.
- iv. Supplier will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the Supplier data centers. This includes the management of:
 - a. Network addresses and virtual private networks (“VPN”)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to alarms and notifications that are relevant to Supplier’s services
- v. Capacity and performance management.
 - a. Supplier shall monitor capacity and performance of all RNI infrastructure and Software application 24x7x365 to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.) of the application and associated infrastructure.

- b. If an issue is identified to have a potential impact to the system, Supplier shall open a ticket and manage the ticket through resolution per Section 5.2.3, Enhanced Support. Supplier will notify City of tickets opened on City's behalf.
 - c. Supplier shall manage and maintain the performance of the RNI Software infrastructure and perform any change or configuration to the RNI Software infrastructure.
 - d. Supplier shall manage and maintain the server storage capacity and performance of the Storage Area Network ("SAN") to ensure performance in accordance with this Agreement.
 - e. Exceptions may occur to the system that require Supplier to take immediate action to maintain the system capacity and performance levels, and Supplier has authority to make changes without City approval as needed, in accordance to the agreed upon standard configuration and change management policies and procedures. Supplier will notify City of such changes in accordance with Emergency Change procedures as documented in Exhibit 4 of this Agreement.
- vi. Database management. Supplier will:
 - a. Define data retention plan and policy. Supplier will provide its Data Retention Plan and Policy document for review by City. Supplier agrees to retain data in the RNI Software from Endpoints for no less than sixty (60) days.
 - b. Monitor space and capacity requirements to ensure performance in accordance with this Agreement.
 - c. Respond to database alarms and notifications.
 - d. Install database Software Upgrades and Patches.
 - e. Perform routine database maintenance and optimization to maintain capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management.
 - a. Supplier shall proactively monitor managed systems (24x7x365) to detect and identify incidents.
 - b. Supplier shall respond to incidents and problems that may occur to the RNI Software.
 - c. Supplier shall maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems. Supplier will report results to City within ten (10) business days following root cause analysis.
 - d. Supplier shall correlate incidents and problems where applicable.
 - e. Supplier personnel will use Supplier's online portal to document and track all incidents related to City's FlexNet System, including resolution. City shall have access to Supplier's online portal to view all incidents.
 - f. Supplier shall maintain responsibility for managing incident and problems through resolution, including Supplier resource assignment and coordination with City's personnel and/or any required third-party vendor to resolve the issue.
 - g. Supplier shall provide telephone support consistent with Section 5.2.3.2, Technical Support in the case of events identified by City.
 - h. Additional applicable security provisions are contained in the Master Agreement.
- viii. Security Management. Supplier shall:
 - a. Monitor the physical and cyber security of the server and RNI Software 24x7x365 to ensure system is secure in accordance with the Master Agreement.
 - b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.

- c. Conduct periodic penetration testing of the network and data center facilities.
- d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
- e. Perform Anti-Virus and Malware patch management on all systems.
- f. Install Updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
- h. Adhere to NERC/CIP Cyber Security standards.
- i. Monitor industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Supplier Security team.
- j. Provide secure web portal access (SSL) to the RNI Software.
- ix. Backup and DR Management.
 - a. Supplier shall provide disaster recovery services in order to avoid or minimize loss of City Data and/or City's loss of RNI Software access directly resulting from disaster events including, but not limited to, extreme weather events, extreme seismic events, and cyber-attacks that compromise Supplier's data center infrastructure.
 - b. Supplier shall perform daily backups providing one (1) year of history.
 - c. Supplier shall back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters or cyber-attacks and to meet file recovery needs.
 - d. Supplier shall replicate the RNI Software environments to a geographically separated data center location to provide a full DR environment for the RNI Software production system.
 - e. Supplier shall provide DR environment and perform fail-over to DR environment within twenty-four (24) hours of declared event.
 - f. Within ten (10) business days of any disaster event, Supplier shall provide a report to City measuring performance against the DR plan and identification of problem areas and plans for corrective action.
 - g. Supplier shall create and maintain in collaboration with the City, a DR plan. Supplier shall provide this DR plan to the City.
 - h. In the event of a disaster event, Supplier shall provide the Services in accordance with the DR plan.
 - i. In the case of a disaster event and/or loss of access to or use of the RNI Software, Supplier will achieve the Recovery Time Objectives ("RTO") and Recovery Point Objectives ("RPO") specified herein to restore operations at the same location or at a backup location.
 - j. The RNI Software shall have an RTO of twenty-four (24) hours.
 - k. The RNI Software shall have an RPO of one (1) hour, meaning that no more than one (1) hour of data may be lost. All meter-related data shall be pushed from each FlexNet Base Station restoring the database to real-time minus external interfaced systems from the day prior.
 - l. Data from external interfaced systems shall be recreated within a twenty-four (24) hour period with the assistance of City personnel and staff, as needed.

4.2.1. Initiation of SaaS

The SaaS Production environments will be initiated based on a schedule mutually developed by City and Supplier project teams.

4.2.2. FlexNet System Operational Change Management

City utilizes a change management process and the existing form of that process is documented in Exhibit 4.

For the operation of the FlexNet System, Supplier will maintain and use an internal change management process. The existing form of that process is documented in Exhibit 5.

For all changes other than emergency changes, Supplier will notify City of the proposed change and provide information to support City's internal change management process. Supplier will take the reasonably necessary steps required to provide notice to City for the proposed change. For non-emergency changes, Supplier will make changes after documented approval by City.

For emergency changes, City approval is not required and Supplier will notify City promptly after the change. Such notification will include information required for City's documentation of the change. To the extent practical, Supplier will notify City in advance of emergency changes.

Each Party shall promptly provide updated change management process documents to the other Party in the event that changes to that process impact the other Party.

4.2.3. Data Center Site Security

Supplier currently complies with SSAE 16 physical security requirements, in accordance with Exhibit D of the Master Agreement, but reserves the right to modify its practices according to industry best practice.

4.2.4. Data Access

Supplier shall provide City with access to City Data subject to the applicable terms of the Master Agreement. This may be through user role permissions, administrator role permissions, application programming interfaces ("APIs"), or other means. In the event that City Data cannot be readily accessed, Supplier and City agree to collaborate on the preferred method of accessing City Data in a timely manner.

For clarity, Supplier agrees that there will be no additional charge for access to City Data or services required to provide the access contemplated under this Section.

4.2.5. Periodic Disaster Recovery Testing

Supplier certifies that it conducts DR testing between its two United States based data centers at least annually. Supplier conducts this testing on nonspecific SaaS environments. After completion of the DR testing, Supplier will notify City. Supplier agrees to share the results of this DR testing with City upon request. If the results of this testing indicate that there is a potential for improvement of City processes related to failover, City and Supplier will collaborate on a process improvement.

4.3. Data Center Connectivity

Supplier will provide its standard plan for site-to-site VPN data center connectivity to City for review. Supplier will perform configuration of a secure network connection with City in accordance with that standard plan, or as otherwise mutually agreed. Each Party is responsible for its own expenses associated with the secure network connection. If City requires customization of the standard data center connection, such as a private direct connection or MPLS, City will be responsible for Supplier's additional costs for any such customization. Both Parties will agree in writing prior to performing any Work related to customization.

Each Party shall be responsible for ongoing monitoring and management of its side of the secure network connection to maintain the function as a front-haul connection between Supplier's data center and City.

City will use this secure network connection to access the RNI system and connect the RNI system to City's back-office and corporate network.

4.4. WAN Backhaul Circuit

City will maintain and pay for a secure network connection from the WAN backhaul provider. On a 24x7x365 basis, Supplier will monitor the availability of the secure network connection from the WAN backhaul to the data center, which is used to carry traffic between the FlexNet Base Stations and Supplier's data center. Supplier will provide ongoing monitoring and management of the secure network connection termination equipment. If City chooses to establish and employ a dedicated telecommunications circuit for WAN backhaul connectivity in lieu of or in addition to the aforementioned network connection, City will maintain that connection at City's expense and Supplier will monitor that connection.

4.5. SaaS – Non-Production Environments

Supplier will provide non-production SaaS RNI environments for the purposes of development, testing, and other similar uses. The Sandbox SaaS RNI environment initiated in the executed Statement of Work for AMI Sandbox Environment Implementation may be transitioned for administration under this SOW.

Non-production environments will be initiated and terminated as directed by City. Such direction will be provided for by the delivery of a task authorization form, as shown in the attached Exhibit 3, by City to Supplier. Said form will indicate the requested availability date and duration the non-production environment is to be operated. City shall provide no less than thirty (30) days' notice to initiate a non-Production environment, and the minimum duration for a non-production environment is six (6) months unless otherwise mutually agreed. The duration of the non-production environment may be extended or terminated based on written notice of the City with no less than sixty (60) days' notice. Initiation, termination, and other events will be documented as defined by the change management process.

Non-production environments are backed up, but do not include DR services, nor any Service Level Objectives for uptime or performance. Supplier will monitor non-production environments 24x7x365, and will maintain non-production environments during working hours. If service of a non-production environment is interrupted, Supplier will provide a report that includes a root-cause analysis.

Supplier will provide written notification to City upon completion of setup, testing and validation of requested non-production environment(s), and such notification constitutes "Availability of the Environment." Written notification will indicate tests performed upon the non-production environment and test results. Upon such availability of the non-production environment, Supplier will begin providing SaaS for that non-production environment and, consistent with this Agreement, commence the invoicing applicable for the SaaS Fees.

5. SCOPE OF WORK/SERVICES FOR FLEXNET MANAGED SERVICES

Supplier will provide FlexNet Managed Services for the City's FlexNet System.

5.1. FlexNet Managed Services Generally

FlexNet Managed Services is a type of service in which Supplier will be responsible for the day-to-day operation of City's FlexNet System as defined herein. Additionally, Supplier will provide and coordinate maintenance and support for the FlexNet System. This includes 24x7x365 Hardware and application

monitoring, ticket generation, advanced security monitoring, and preventative maintenance monitoring using diagnostic Software tools.

FlexNet Managed Services, as provided by Supplier to Customer under this Agreement, means only the items listed in Section 5.2 below. If an item is not included in Section 5.2 below, it is specifically excluded from FlexNet Managed Services and is subject to additional pricing.

For clarity, Supplier is not responsible for Work in: (i) City data center(s), (ii) on City-owned internet connections, or (iii) City-owned backhaul network.

5.2. Managed Services Package:

Supplier shall be responsible for providing the following services to the City for so long as City is current in its payments for FlexNet Managed Services:

5.2.1. Ongoing Operations Management

Supplier will provide all of the following:

1. Supplier will be responsible for the day-to-day remote operations, management, maintenance, and monitoring of the Customer's FlexNet System.
2. Supplier, via the network operation center, shall monitor the FlexNet System to ensure the early identification and resolution of anomalies within the FlexNet System on a 24 x 7 x 365 basis.
3. Supplier shall monitor and manage FlexNet Base Station firmware/Software using standard key performance indicators for performance & capacity management (storage, CPU, memory, security, etc.).
4. Supplier will monitor and respond to FlexNet System, ticket generation, and other alerts regarding the FlexNet Network.
5. Supplier shall perform remote initial triage and troubleshooting of FlexNet System outages.
6. Supplier will notify City, without delay, of emerging issues that may impact City's use of the FlexNet System.
7. Any issues identified by Supplier that cannot be resolved remotely shall be transferred to City by the network operation center for onsite resolution. Supplier's tracking of the issue will include City's resolution. Alarm response times are defined in the Service Level Objectives descriptions below. Supplier is not responsible for any on-site activities related to City's WAN, connectivity, and FlexNet Base Stations.
8. Supplier shall provide remote firmware maintenance, which includes transmission of Patches, Updates, and Upgrades and ensuring successful completion of said activities for the following items:
 - a. FlexNet Base Station software and firmware
 - b. Endpoint firmware, including metrology firmware and communication module firmware as appropriate
9. Supplier shall promptly coordinate with City to respond to all reported or detected Radio Frequency ("RF") interference, and shall endeavor to resolve such RF interference as quickly as practicable. As necessary, Supplier shall dispatch personnel and RF engineer technicians to troubleshoot interference and perform necessary tasks to mitigate the interference, which may include

filing complaints with the FCC to stop any unlawful or harmful interference with the Spectrum.

10. Cybersecurity of FlexNet Base Stations will be managed, monitored and maintained by Supplier' security team according to the terms of the Master Agreement.

Supplier is not responsible for responding to alarms from Endpoints including, but not limited to, tamper alarms, power outages, leak alarms, and temperature alarms

5.2.2. Reachability

1. Supplier will perform regular automated network tuning and ad hoc manual tuning as required to maximize FlexNet System performance. Tuning includes:
 - a. Reviewing stale meters
 - b. Evaluating success of register and interval reads
 - c. RF channel traffic
 - d. Overall network health, capacity, and performance.
 - e. Communications configuration changes for Endpoints will be made to ensure optimal performance is being achieved on each channel and frequency.
 - f. Identify meters to repeat enable / add to do not tune list
 - g. Reconfigure communications configurations for Endpoints. This includes, but is not limited to, transmit frequency, transmit mode, and modulation. For clarity and avoidance of doubt, this does not include configuration of metrology.
2. Supplier shall perform manual network operations:
 - a. Supplier shall perform radio restarts at individual Endpoints.
 - b. Supplier shall perform remote research and troubleshoot malfunctioning Endpoints.
 - c. Supplier shall provide research and support to resolve those Endpoints where site visits are required to resolve communications issues.
 - d. City may request on-site assistance from Supplier, and the Parties will determine a mutually agreeable schedule for such activities.

5.2.3. Enhanced Support

Supplier will provide City with a single point of contact for support of technical issues identified by City. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

1. City (for assistance with the easiest and lowest time-consuming activities)
2. Supplier employees or contracted personnel

5.2.3.1. Support Categories

Supplier is responsible for the following five support categories:

- 1) General questions regarding functionality, use of product, how-to, and requests for assistance on Supplier's FlexNet System.
- 2) Proactive reporting and resolution of problems.

- 3) Reactive reporting to isolate, document, and solve reported Hardware/Software defects.
- 4) Responding to service requests and product changes.
- 5) Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

5.2.3.2. Telephone Support Hours

Supplier will provide telephone support during the following standard support hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM Eastern Time to 8:00PM Eastern Time. After hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

5.2.3.3. Support Procedures

City support procedures are as follows:

- 1) City identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2 or as otherwise directed. The Supplier resource will submit a ticket.
- 2) The customer service associate or technical support engineer will identify the caller name and utility by the assigned Software serial number, city, and state in which the call originated.
- 3) The severity level is then captured into a ticket for creation and resolution processing. The nature of the problem and severity levels will be agreed upon by both Parties at the time the issue is entered or prior to upgrading or downgrading an existing issue. The severity definitions below will serve as a communication aid and as a guideline for response levels.
- 4) Calls submitted by the City are placed in a queue from which they are accessible to Supplier personnel for investigation. Ensuing actions may include:
 - a. If Supplier confirms that there is an issue or problem that needs further analysis to determine its cause, the Supplier will collect the following information: a detailed description of the issue's symptoms, details on the Software/Hardware product and version, a description of the situation in which the issue arises, and a list of any corrective action already taken.
 - b. Supplier will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the City. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Supplier's technical services will work with the City to reproduce the issue. If the issue can be reproduced, either at the City's site or within support center test lab, Supplier's technical services will escalate the ticket for further investigation / resolution.
 - d. If the issue involves units that are considered to be defective with no known reason, the representative will open a special investigation Return Material Authorization ("RMA") through the support system. If Supplier determines that a

sample is required for further analysis, the City will be provided with instructions that detail where to send the product sample(s) for a root cause analysis.

- 5) Supplier will be responsible for escalating the issue to appropriate technical resources and communicating progress to City.
- 6) The response and escalation times are listed below. At this point in time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5.2.3.4 Severity Levels Description

Severity 1 - Customer's Production system is down. The system is unusable resulting in total disruption of work. No mutually agreeable workaround is available and requires immediate attention. Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software).

Severity 2 - Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no mutually agreeable work-around is available, and failure requires immediate attention. Examples: Network equipment failure (e.g., FlexNet Base Station transceiver); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Severity 3 - The system is usable and the issue doesn't affect critical overall operation. Example: Minor network equipment failure (e.g., Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Severity 4 - Minor system issues, questions, new features, or enhancement requests to be corrected in future versions. Examples: Minor system issues, general questions, and "How-To" questions.

5.2.3.5 Response and Resolution Targets

Supplier is committed to meeting the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> • Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

5.2.3.6 Problem Escalation Process

If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

Severity 1 issues are escalated by sales or technical services to a supervisor if not resolved within two (2) hours; to the manager level if not resolved within four (4) hours; to the director level if not resolved within the same business day; and to the Vice President level if not resolved within twenty-four (24) hours.

City may escalate an issue by calling 1-800-638-3748, and selecting Option 2. The City should specify the ticket number and the reason why the issue is being escalated.

In the event that City is not satisfied with the level of support or continual problem with their products, they may escalate a given ticket by contacting any of the following:

- 1) Sales Representative
- 2) Sales Management
- 3) Vice President of Customer Success

5.2.3.7 General Support Provisions and Exclusions

Supplier provides online documentation for Supplier products through the Supplier user forum (<http://myflexnetsystem.com/Module/User/Login>). All Supplier customers are provided access to this online database, which includes operation, configuration and technical manuals.

Supplier also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences.

Supplier utilizes a portal for customer self-service. City will provide names and email addresses of portal users to Supplier so Supplier may provide access to the portal.

Specialized support from Supplier is available on a fee basis to address support issues outside the scope of this or other SOWs. Examples include specialized systems integration services or out of warranty network Hardware repair that is not covered under a separate maintenance contract.

The service of this SOW specifically excludes parts or labor required to repair damage to any FlexNet Base Station that is the result of a force majeure event.

5.2.4. Maintenance & Growth

Upon request from City, Supplier will perform scalability, capacity, and/or propagation analysis and design/modify network architecture to support long-term growth. City and Supplier will review scalability analysis results within sixty (60) days following the completion of the analysis. Upon mutual acceptance of the design, the design becomes the current Field Network Design.

Unless otherwise included in this SOW, the price to address suggested activities would be negotiated in a separate SOW negotiated by the Parties, and paid for by City separately.

5.2.5. Other Services

Supplier will make commercially reasonable efforts to develop and execute ad hoc FlexNet System performance queries, database analysis, and reports as requested by City.

5.3. Service Levels

Supplier will perform the FlexNet Managed Services described herein to achieve the Service Level Objectives defined in Exhibit 1 of this SOW. For each Reporting Period, as defined in Exhibit 1, the fees outlined in Exhibit 2 owed by City will be adjusted in accordance with Supplier's performance relative to the targets specified in the Service Level Objectives. If Supplier's performance exceeds the stated Service Level Objectives, fees owed by City will be increased by the incentive amount(s) in Exhibit 1. If Supplier's performance does not meet the Service Level Objectives targeted, the fees owed by City will be decreased by the credit amount(s) in Exhibit 1.

When the credit/incentive adjustments are to be applied to water and electric Endpoints, they shall be allocated to the applicable portion of the fee. Following is an example

- Service Level Credit = 3% to be applied to electric Endpoints
- FlexNet Managed Services for the year in consideration = \$136,500
- Number of Electric Endpoints = 63,000
- Number of Water Endpoints = 35,000

$$0.03 \times \$136,500 / 12 \times 63,000 / (63,000 + 35,000) = \$219.38$$

The above shows an example calculation for the situation described. Based on this calculation, Supplier will provide a credit of \$219.38 to City for the Reporting Period.

5.4. Operational Change Management

Supplier will perform change management in accordance with the requirements contained in Section 4.2.2 of this Agreement.

6. CITY RESPONSIBILITIES:

- i. City shall coordinate and schedule any changes submitted by Supplier in accordance with the Change Management process in Exhibit 4.
- ii. City shall participate in all required configuration and change management procedures.
- iii. City will log incidents related to the managed RNI Software with Supplier personnel via email, web portal ticket entry, or phone call.
- iv. City shall be responsible for periodic processing of accounts or readings (i.e., billing files) for City's billing system for billing or other analysis purposes.
- v. City shall be responsible for any field labor to troubleshoot any Endpoints in the field in populations that have been previously deployed and accepted.
- vi. City shall be responsible for all on-site activities related to City's Wide Area Network ("WAN"), internet connectivity, and FlexNet Base Stations, including first response for field troubleshooting.
- vii. City shall be responsible for Local Area Network ("LAN") configuration, management, and support.
- viii. City shall maintain application configurations, such as the creation and management of user accounts and assignment of user roles.
- ix. City shall support City's users of the RNI Software.
- x. City shall delegate and monitor field personnel for on-site Upgrades.

- xi. City may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the RNI Software or any of its functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Supplier, a Supplier employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with City's access to or use of the RNI Software.
- xii. The provisioning, compatibility, operation, security, support, and maintenance of City's hardware and software ("City's Systems") is exclusively the responsibility of City. City is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by City to access the RNI Software managed by Supplier; and (ii) City's network router and firewall, if applicable, to allow data to flow between the City's Systems and Supplier's RNI Software in a secure manner via the public Internet.
- xiii. Upon receiving the system administrator account from Supplier, City shall create username and passwords for each of City's authorized users and complete the applicable Supplier registration process (known hereafter as "Authorized Users"). Such usernames and passwords will allow Authorized Users to access the RNI Software. City shall be responsible for maintaining the security and confidentiality of each user ID and password pair associated with City's account once provided by Supplier to City. Supplier will not be liable for any loss, damage or liability arising from City's failure to maintain the confidentiality and security of each user ID and password pair associated with City's account. City is fully responsible for all acts and omissions that occur through the use of City's account and any user ID and password pairs. City agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of City's account or any user ID and password pairs at any time; (ii) to notify Supplier immediately of any actual or suspected unauthorized use of City's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Supplier-recommended steps to log out from and otherwise exit the RNI Software at the end of each session. City agrees that Supplier shall be entitled to rely, without inquiry, on the validity of the user accessing the RNI Software through City's account, account ID, usernames or passwords.
- xiv. City shall be responsible for the day-to-day operations of the RNI Software and FlexNet System. This includes, without limitation, (i) managing endpoint lifecycle states, (ii) responding to endpoint alarms, (iii) investigating meter read failures identified by City downstream applications, and (iv) supporting City application users. City shall provide adequate internal network infrastructure so as to not affect Supplier' ability to meet the Service Level Objectives defined in the applicable Exhibit.
- xv. City is responsible for maintaining all aspects of the FlexNet Base Stations and the FlexNet Base Station utilities, such as electric power, lighting, security fencing, drainage, vegetation management etc. as required at each site
- xvi. City shall own and be responsible for all WAN backhaul connections, which includes security, maintenance, and troubleshooting.
- xvii. City shall be responsible for all new Electric Meter and Water Endpoint installation processes. This includes both the field installation and any RNI Application activities required.

7. SYSTEM CHECKUP SERVICES

Supplier will provide to City, at no additional charge, three (3) "System Checkups". For each System Checkup, Supplier will coordinate with City to schedule an on-site visit for performance of the Services, which will include review of system performance metrics, FlexNet Base Station performance metrics, open tickets, user questions, and other topics. Supplier will provide City with a System Checkup report that details these findings, other observations, and recommendations related to system operations, training, and other actions. Supplier may propose a Statement of Work to perform services to assist City in resolution of issues that are not the responsibility of the Supplier.

These System Checkups will be performed on the following schedule, or as otherwise mutually agreed to by the Parties.

- System Checkup #1 will be performed six (6) months after completion of project closeout activities as described in Statement of Work for Implementation Services #1.
- System Checkup #2 will be performed six (6) months after completion of System Checkup #1.
- System Checkup #3 will be performed twelve (12) months after completion of System Checkup #2.

8. INVOICING

8.1. Production environment invoicing

For the production environment, Supplier will invoice City for the setup, Year 1 SaaS fees, and Year 1 FlexNet Managed Services fees specified in Exhibit 2 on the SOW Effective Date. Supplier will invoice each subsequent year in advance on the anniversary of the SOW Effective Date. Any fee adjustments resulting from a failure to meet a Service Level Objective during the previous year will be applied to the following year's invoice. If this SOW terminates, then Supplier or City will submit a final payment or invoice that includes fees or adjustments as applicable.

8.2. Non-production environment invoicing

For non-production environments, Supplier will invoice City for the setup and the planned operation duration of the environment upon availability of the environment. If the planned operation duration of the non-production environment exceeds one (1) year, the initial invoice will be for one (1) year, and Supplier will invoice for ensuing years in advance on the anniversary date of the non-production environment's availability date.

9. PRICING

The total amount that the City may pay under this SOW shall not exceed three million three hundred eighty-eight thousand dollars (\$3,388,000), exclusive of applicable sales tax, without the written consent of the City. The forgoing amount will be the total compensation for the Software and Services outlined in this SOW.

Detailed pricing is contained within Exhibit 2 of this Agreement, and Supplier agrees that all provided prices are firm during the initial Term of the agreement.

Any additional work by Supplier not expressly defined and authorized under this SOW must be approved in writing by the Parties in advance.

Agreed and accepted:

CITY OF TACOMA:

SENSUS USA INC.:

By:

By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

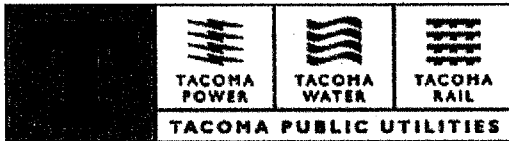
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Approved By: _____



RESOLUTION NO.: U-11110
ITEM NO.: 4
MEETING DATE: OCTOBER 23, 2019

TO: Board of Contracts and Awards

FROM: Chris Robinson, Power Superintendent/COO, Clay Norris, Power Management, Chris Juchau, Power Analyst, Power Management Resource Operations

COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Seth Hartz, Finance/Purchasing

SUBJECT: Energy Imbalance Market (EIM) Integration Services
Direct Negotiation Waiver in Ariba Sourcing Request SR1842756952, Contract No. CW2232177 - October 23, 2019

DATE: October 09, 2019

RECOMMENDATION SUMMARY:

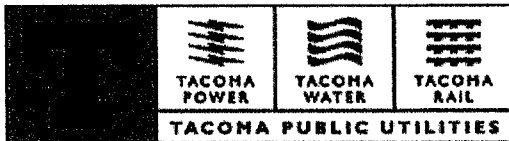
Tacoma Power, Power Management requests a waiver of competitive procurement procedures and recommends that a contract be awarded to Utilicast Corporation of Kirkland, WA, for Energy Imbalance Market (EIM) Integration Services, in the amount of \$3,500,000, plus any applicable taxes.

BACKGROUND:

The California Independent System Operator (CAISO) Energy Imbalance Market (EIM) is an extension of the CAISO real-time bulk power centralized trading market to balancing areas outside of CAISO's footprint. Siting a cost/benefit analysis that identified likely net benefits from Tacoma Power's participation in the EIM as well as the mitigation of likely risks to the utility, the Tacoma Public Utilities Board authorized the Director of Utilities to enter into an EIM implementation agreement with CAISO on June 26th, 2019. The implementation agreement was subsequently signed in August of 2019.

Many other utilities throughout the west have already elected to join the EIM, finding both financial and operational benefits from being part of a centralized market that dispatches least cost resources to serve load. Perhaps the most promising aspect of joining the EIM is its ability to help reliability and economically integrate new variable renewable energy resources into the electrical grid. For Tacoma Power to successfully implement and properly maintain its ongoing participation in the EIM, it will need to invest in new data systems, hire new personnel, and reorient its realtime activities to be compatible with the highly automated and rapidly moving process of the EIM.

ISSUE: The purpose of this project is to engage the services of a consulting firm to provide expertise and support to Tacoma Power in executing the large number of tasks required to join the EIM. Such support will include, but not be limited to: advising on software selection, software



integration and testing, project management, coordination and communication, joint Tacoma/CAISO/vendor meetings, network system modeling, EMS upgrades, business and technical process mapping, documentation, EIM market simulation and readiness demonstration, operational readiness planning, training, and market operations normalization/stabilization.

ALTERNATIVES: Tacoma Power could attempt to join the EIM without consultant support. However, Tacoma Power staff do not have any previous experience with integrating a utility into a centrally cleared and dispatched market such as the EIM. In addition, staff resources are already stretched with many key staff members across the organization assigned to multiple projects. The lack of specific experience and availability of staff resources could lead to a delay in implementation and/or an implementation that is problematic and inefficient. Given that new participants can only join the EIM on April 1st of each year, any delay that results in missing the go-live deadline of April 1st will result in an implementation delay of at least one-year.

COMPETITIVE ANALYSIS:

On September 26, 2019

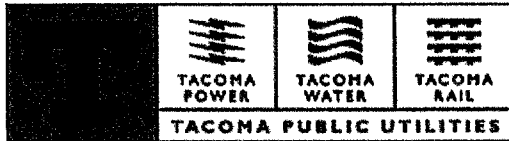
Utilicast is currently the only experienced consulting firm providing full-scale EIM market integration services. Of the 18 entities that have either joined, or are planning to join, the EIM. Utilicast has provided, or is currently providing, system integration services for 10 of those 18 entities. Of the remaining eight entities, seven performed their own integrations with some staff augmentation from individual contractors and one used a consultant other than Utilicast.

The only other consulting firm to provide full-scale integration services has been Deloitte and Touche, which helped Puget Sound Energy join the EIM in 2016. Puget and Deloitte have a longstanding relationship that pre-dates the EIM. It is likely that Puget leveraged Deloitte's existing knowledge of the utility during integration. Importantly, Deloitte has not served as an integrator for another utility since.

Seattle City Light conducted a competitive solicitation (RFP process) for EIM integration consulting services in 2017. Only two entities met the minimum qualifications for submitting a response to Seattle's RFP. One entity was Utilicast and the other was a joint bid from Accenture and Omnetric. Although both entities met the minimum qualifications, only Utilicast submitted a proposal. Omnetric became a wholly owned subsidiary of Siemens in July of 2018.

Should Tacoma include a minimum qualification in an RFP such as "must have experience integrating two or more utilities into the EIM", Utilicast would be the only consulting firm that would qualify to respond. Tacoma could go with a less restrictive minimum qualification, but would need to ask if it is prudent to hire a consultant with one or no EIM integrations under their belt.

CONTRACT HISTORY: New contract



SBE/LEAP COMPLIANCE: Not applicable

FISCAL IMPACT:

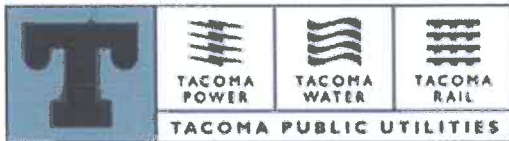
EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Tacoma Power Fund 4700	80000465	5310100	\$3,500,000
TOTAL			Up to: \$3,500,000

* General Fund: Include Department

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 1,200,000

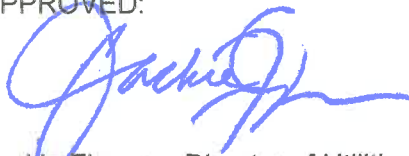
ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

Staff believes the cost of EIM implementation services can be offset with budget reductions in other areas. Budget reductions have already been identified to cover the cost of EIM integration services in the current biennium.


Chris Robinson, Power Superintendent

APPROVED:


Jackie Flowers, Director of Utilities



City of Tacoma

Date: September 6, 2019

To: Jackie Flowers, Director of Utilities/CEO

From: Chris Robinson
Power Superintendent/COO

Subject: Authorization of Direct Negotiation for Professional Services and Personal Services over \$25,000

For your review and recommendation.

In accordance with TMC 1.06.256 (B), Power Management requests a waiver of the competitive solicitation process and authorization to directly negotiate with **Utilicast, Kirkland, WA**, for consulting services, for an amount of \$3,500,000.00, plus applicable sales tax.

Direct negotiation approval constitutes a waiver of further competitive solicitation for amendments to the subject contract provided that any such amendment(s) shall be signed by personnel as authorized in the Delegation of Procurement Signature and Approval Authority memorandum. Contract totals shall not exceed \$200,000 without City Council or Public Utility Board approval as appropriate.

EXPLANATION: This is a one-time project that will consist of two primary phases.

Phase 1 is for assistance during the screening and selection of the software solutions required to integrate Tacoma Power into the California Independent System Operator's (CAISO) Western Energy Imbalance Market (EIM). Such assistance will include help preparing for, and organizing Tacoma's scoring of, vendor proposals. Utilicast will also assist in scheduling and facilitating vendor demonstrations and will provide non-voting, advisory services to Tacoma's Selection Advisory Committee throughout the software/vendor selection process.

Phase 2 will be for the provision of EIM Integration Services. During Phase 2 of the contract, Utilicast will assist Tacoma with the completion of all tasks required to begin participation in the EIM including post go-live support as needed. During this phase of the contract Utilicast will support activities including, but not limited to: software integration and testing, project management, coordination and communication, joint Tacoma/CAISO/vendor meetings, network system modeling, EMS upgrades, business and technical process mapping, documentation, EIM market simulation and readiness demonstration, operational readiness planning, training, and market operations normalization/stabilization.

JUSTIFICATION FOR DIRECT NEGOTIATION:

1. Explain why it's in the best interest of the city to waive the competitive solicitation process.

Utilicast is the only consulting firm that is currently providing EIM Integration Services. This fact greatly reduces the benefits of a competitive solicitation and may even result in added cost due to the estimated extra two months that such a solicitation would take compared to a direct negotiation.



City of Tacoma

The only other consulting firm to provide full-scale integration services has been Deloitte and Touche, which helped Puget Sound Energy join the EIM in 2016. Puget and Deloitte have a longstanding relationship that pre-dates the EIM. It is likely that Puget leveraged Deloitte's existing knowledge of the utility during integration. Importantly, Deloitte has not served as an integrator for another utility since.

Seattle City Light issued an RFP for EIM integration consulting services in 2017. Only two entities met the minimum qualifications for submitting a response to Seattle's RFP. One entity was Utilicast and the other was a partnership between Accenture and Omnetric. Although both entities met the minimum qualifications, only Utilicast submitted a proposal and the partnership between Accenture and Omnetric ended in 2018.

In addition to being the only consultant currently providing EIM integration services, Utilicast has developed substantial knowledge of Tacoma's applicable EIM systems, processes, and staff. That knowledge has been built up via Utilicast's work as Tacoma's Energy Management System (EMS) integrator, the author of Tacoma Power's EIM roadmap, and their role in assisting Tacoma Power with the development of requirements for the software needed to participate in the EIM.

Due to their dominance of the EIM integration market Utilicast would be the winning respondent were Tacoma to go through an RFP process for EIM integration services. Should Tacoma include a minimum requirement such as "must have experience integrating two or more utilities into the EIM", Utilicast would be the only firm that would qualify to respond. Tacoma could go with a less restrictive minimum qualification, but will need to ask if it is prudent to hire a consultant with one or no EIM integrations under their belt. In addition, Tacoma would need to carefully consider the risk and efficiency loss of employing a different integrator given the level of both EIM integration and Tacoma specific experience that has been accumulated by Utilicast.

2. Is this purchase based on a previous competitive solicitation conducted by the City or other agency? If yes, provide the contract information, specification number, etc., and explain the relationship of this request to the previous contract.

This purchase is not based on a previous competitive solicitation.

3. Describe the screening efforts made to identify potential service providers.

Tacoma staff reached out to industry contacts in order to identify the resources used to assist with EIM integration at entities that have joined, and are working to join, the EIM. Of the 18 entities that have joined, or are planning to join, the EIM:

- 10 - have contracted with Utilicast
- 5 - have used in-house staff to perform the integration
- 2 - have not yet contracted for integration services
- 1 - Puget Sound Energy contracted with Deloitte & Touche in 2016

Of the five utilities that relied solely on their own staff to perform integration activities, two of the utilities were the first two entities to join the EIM and there were no consulting firms with



City of Tacoma

EIM integration experience at the time. (Utilicast then hired EIM experienced staff away from those, and subsequent, utilities.) The third self-integrating entity was PowerEx, which has an abundance of staffing resources and participates in the EIM in a simplified manner do to being a Canadian entity. The fourth self-integrating utility was BANC/SMUD for which Utilicast provided project management and described SMUD as being in the best position to join the EIM as any utility that they had encountered. The fifth self-integrating utility will be the remainder of BANC which will rely on SMUD's expertise and will also be using Utilicast for project management services. In summary, the entities that have relied primarily on their own staff to perform integration activities either A) had no other choice because experienced consultants were not yet available or B) were in a good position to do so based on resource availability and technological readiness. Tacoma Power does not fall under either category A or category B.

Of the 2 entities that are planning to join the EIM, but have not yet contracted for integration services, both have contracted with Utilicast for pre-EIM planning and evaluation.

Puget Sound Energy is the only utility which has used a consulting firm other than Utilicast for EIM integration services. That consulting firm was Deloitte & Touche. Deloitte and Puget had a long-standing previous relationship and Deloitte has not performed another EIM integration since.

4. Describe the efforts made to assure that the City is receiving the lowest or best price possible.

Utilicast is currently performing nearly identical services for Seattle City Light. Seattle City Light's contract with Utilicast is for approximately \$3,500,000. Tacoma is basing the price of this contract on the dollar value of the contract between Seattle City Light and Utilicast for those similar services.

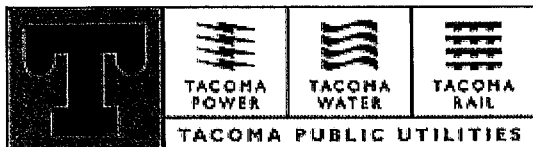
FUNDING: Funds for this purchase are available in the Fund Name - Power Fund 4700

SBE COMPLIANCE: The Department/Division has checked the [City of Tacoma Small Business Enterprise \(SBE\) website](#) for opportunities to contract with SBE firms on September 6, 2019. There are no qualified SBE vendors at this time.

PROJECT COORDINATOR: Chris Juchau, Power Management, 253-441-4106.

Direct Negotiation document approved by the following members:

9/24/19 Charles Ray Johnson
9/25/19 Chris Robinson
9/26/19 Jacqueline Rhea Flowers



RESOLUTION NO.: U-11110
ITEM NO.: 5
MEETING DATE: OCTOBER 23, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, PE, Transmission and Distribution Manager
Joe Parris, Transmission and Distribution Contract Program Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: Underground Utility Locating
Request for Proposals Specification No. PT19-0077F – October 23, 2019
DATE: October 7, 2019

RECOMMENDATION SUMMARY:

Tacoma Power recommends a contract be awarded to USIC Locating Services, LLC, Indianapolis, IN, for underground utility locating services, in the amount of \$1,302,405.00, plus applicable taxes, for an initial contract term of three years with the option to renew for two one-year periods, for a projected contract amount of \$2,221,080.52.

BACKGROUND:

This contract will provide qualified locators, equipment, and the required supervision to identify and mark underground utilities. Utilities will be located with an underground device. Once identified, the area is marked with a water soluble fish friendly paint. The work may be performed within the right-of-ways of private, county, city highway, and limited access freeway roadways.

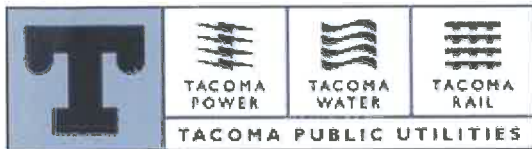
ISSUE: Tacoma Power has approximately 2,400 locate requests per month. This number has increased considerably in the past three years due to an increase in construction and a State revision to Revised Code of Washington (RCW) Chapter 19.122 which requires locates for the placement of real estate sign posts. Overflow locating requests, beyond our crews capacity, will be performed by USIC Locating Services, LLC.

ALTERNATIVES: Tacoma Power could forego awarding a contract and have in-house crews perform all locates. However, this would have significant impact on internal resources and negatively effect service time to our customers.

COMPETITIVE SOLICITATION:

Request for Proposals Specification No. PT19-0077F was opened April 16, 2019. Six companies were invited to bid in addition to normal advertising of the project. Only one submittal was received, which was from USIC Locating Services, LLC. A three-member selection advisory committee (SAC) scored the proposal using the following categories and weights: Services to be Provided – 25%; Experience and Qualifications – 25%; Quality Control and Safety Program – 15%; Pricing for Services – 30%; and Small Business Enterprise (SBE) / Minority and Women's Business Enterprise (MWBE) – 5%.

<u>Respondent</u>	<u>Location</u>	<u>Score</u>
USIC Locating Services, LLC	Indianapolis, IN	82.5



CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Power 4700 Fund			\$2,221,080.52
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$436,392.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A


Chris Robinson, Power Superintendent

APPROVED:


Jackie Flowers, Director of Utilities

October 23, 2019

MOTION

I hereby move that the following motion be approved:

19-07. Pursuant to the City of Tacoma, Public Utility Board, RULES FOR ORDER OF BUSINESS, Rule 1(b), the Public Utility Board meetings and study sessions regularly scheduled for November and December 2019 will be set for November 13, 2019 and December 4, 2019.



RESOLUTION NO. U-11111

1 A RESOLUTION relating to employment, authorizing a collective bargaining
2 agreement between the City and the Tacoma Joint Labor Committee.

3 WHEREAS the City of Tacoma and the Tacoma Joint Labor
4 Committee have negotiated a proposed Collective Bargaining
5 Agreement ("Agreement"), and

6 WHEREAS the City has, for years, adopted the policy of collective
7 bargaining between the various labor organizations representing employees
8 and the administration, and

9 WHEREAS, pursuant to said policy, the Tacoma Joint Labor
10 Committee, (which includes the following unions: Professional & Technical
11 Employees, Local 17; Tacoma Firefighters, Local 31; Teamsters Local Union
12 No. 117; Washington State Council of County and City Employees, Local 120;
13 International Association of Machinists & Aerospace Workers, Local 160;
14 Teamsters Local 313; and the International Brotherhood of Electrical
15 Workers, Local 483); and representatives of the administration of the City
16 have engaged in collective bargaining and have reached an agreement
17 relating to certain employee benefits, and

18 WHEREAS the proposed agreement covers the period from January 1,
19 2020, through December 31, 2021, and

20 WHEREAS the proposed collective bargaining agreement provides for
21 the continuation of employee benefits for the term of the two-year agreement;
22 the City will continue to pay the full premium cost for dental and vision
23 insurance for eligible full-time employees, and
24
25
26



1
2 WHEREAS in 2020, part-time employees scheduled to work thirty (30)
3 hours or more per week will make benefit premium share contributions equal
4 to those of full-time employees, and

5 WHEREAS in 2021, full-time employee premium share contributions
6 for medical will increase to \$50 per month for employee-only coverage and
7 \$100 per month for employee plus family coverage, and
8

9 WHEREAS other changes for 2020 include: adding out-of-network
10 coverage at a 50 percent co-insurance rate for the Regence plans, amending
11 the Delta Dental plan to provide for a more common benefit structure that
12 removes barriers to preventive care, and increasing the hardware allowance
13 for the VSP vision plan to provide parity with what is offered under the Kaiser
14 Permanente medical plan for vision benefits, and
15

16 WHEREAS in addition, there is also an increase in the meal allowance
17 amount paid to employees to include an increase of \$18 per meal, except
18 where an applicable Collective Bargaining Agreement allows for a higher
19 allowance; Now, therefore,

20 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

21 That said proposed Collective Bargaining Agreement between the City
22 of Tacoma and the Tacoma Joint Labor Committee is approved and the
23 Council of the City of Tacoma is requested to concur in the approval and
24 authorize the proper officers of the City to execute said Agreement
25 substantially in the form on file, as approved by the City Attorney, by its terms
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and to remain in full force and effect from January 1, 2020 through December 31, 2021.

Approved as to form and legality:

Chair



Chief Deputy City Attorney

Secretary

Clerk

Adopted _____

of October 23, 2019

REQUEST FOR RESOLUTION

Date October 14, 2019

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

A resolution recommending approval of a proposed 2020-2021 Collective Bargaining Agreement negotiated between the City of Tacoma and the Tacoma Joint Labor Committee that provides for employee health and welfare benefits.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This Resolution requests the Public Utility Board recommend approval to the City Council regarding a proposed two-year Collective Bargaining Agreement with the Tacoma Joint Labor Committee, effective January 1, 2020 through December 31, 2021. The City Council has been scheduled to consider the agreement as a resolution on November 5, 2019.

The Unions which comprise the Tacoma Joint Labor Committee are: Professional & Technical Employees, Local 17; Tacoma Fire Fighters, Local 31; Teamsters Local Union No 117; Washington State Council of County and City Employees, Local 120; International Association of Machinists & Aerospace Workers, Local 160; Teamsters Local 313; and the International Brotherhood of Electrical Workers, Local 483.

3. Summarized reason for resolution:

The resolution recommends approval of the City Council's authorization to execute all provision of the Collective Bargaining Agreement negotiated with the Tacoma Joint Labor Committee on behalf of those employee represented by said unions that comprise the Tacoma Joint Labor Committee.

4. Attachments:

- a. Proposed Collective Bargaining Agreement
- b. Letter from Jackie Flowers, Director of Utilities/CEO

5. ☐ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

Originated by:

Requested by:

Approved:

Section Head

Human Resources Director

Director of Utilities



TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

October 14, 2019

To the Chairman and Members of the Public Utility Board
And
To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of a proposed 2020-2021 collective bargaining agreement negotiated between the City of Tacoma and the Tacoma Joint Labor Committee. The agreement will be considered by the City Council as a Resolution on November 5, 2019.

The Unions which comprise the Tacoma Joint Labor Committee include: Professional & Technical Employees, Local 17; Tacoma Firefighters, Local 31; Teamsters Local Union No 117; Washington State Council of County and City Employees, Local 120; International Association of Machinists & Aerospace Workers, Local 160; Teamsters Local 313; and the International Brotherhood of Electrical Workers, Local 483.

The proposed collective bargaining agreement provides for the continuation of employee benefits for the term of the two-year agreement. The City will continue to pay the full premium cost for dental and vision insurance for eligible full-time employees. Highlights of the proposed agreement include that in 2020, the agreement provides that part-time employees scheduled to work thirty (30) hours or more per week will make benefit premium share contributions equal to those of full time employees. In 2021, full-time employee premium share contributions for medical will increase from \$40 to \$50 per month for employee only coverage, and \$80 to \$100 per month for employee plus family coverage.

Other changes that take effect in 2020 include: adding out-of-network coverage at a 50 percent coinsurance rate for the Regence plans, amending the Delta Dental plan to provide for a more common benefit structure that removes barriers to preventive care, and increasing the hardware allowance for the VSP vision plan to provide parity with what is offered under the Kaiser Permanente medical plan for vision benefits. It also provides for an increase to the meal allowance amount paid to employees from \$15 to \$18 per meal, except where an applicable collective bargaining agreement provides for a higher allowance.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Jackie Flowers
Director of Utilities





To: Dylan Carlson, Senior Labor Relations Manager

From: Katie Johnston, Budget Officer

Date: October 14, 2019

Subject: Fiscal Impact of 2020-2021 Joint Labor Collective Bargaining Agreement

Overview

The following provides an estimated fiscal impact of the successor collective bargaining agreement for 2020-2021 between the City of Tacoma and the Tacoma Joint Labor Committee. The fiscal impact calculations herein assume that non-represented employees receive the same health care related benefits as those represented by the Tacoma Joint Labor Committee and that individual collective bargaining units with existing contract language relating to health care premiums are respected.

Fiscal Impact

1. Effective January 1, 2020, meal allowances shall be increased to \$18 per meal unless a collective bargaining agreement allows for a higher amount. The estimates below are based on previous usage and will vary based on shift scheduling and other factors.

Fund/Department	Estimated Incremental 2020 Expense	Estimated Incremental 2021 Expense
General Fund	\$100	\$100
Environmental Services	7,500	7,500
General Fund Supported	600	600
All Other General Government	600	600
Tacoma Public Utilities	1,900	1,900
Total	\$10,700	\$10,700



2. Effective January 1, 2020, eligible part-time employees working 30 hours per week or more will be eligible for full-time medical benefits. The incremental cost per employee varies based on whether or not they currently elect medical coverage.

Fund/Department	Number of Employees	Estimated Incremental 2020 Expense	Estimated Incremental 2021 Expense
General Fund	-	\$ -	\$ -
Environmental Services	1	5,300	5,600
General Fund Supported	-	-	-
All Other General Government	10	55,000	58,000
Tacoma Public Utilities	8	107,000	113,000
Total	19	\$167,300	\$176,600

3. Effective January 1, 2020, select plan design changes for medical, dental, and vision coverages take effect. A bariatric surgery benefit takes effect January 1, 2021.

Fund/Department	Number of FTEs	Estimated Incremental 2020 Expense	Estimated Incremental 2021 Expense
General Fund	653.1	\$34,000	\$93,000
Environmental Services	508.8	26,000	73,000
General Fund Supported	170.8	9,000	24,000
All Other General Government	699.8	36,000	100,000
Tacoma Public Utilities	1,500.7	78,000	215,000
Total	3,533.3	\$183,000	\$505,000



4. Effective January 1, 2021, employee health care premium share will increase to \$50 per month for individual coverage and \$100 per month for family coverage. This is expected to result in \$654,000 in additional revenue to the health care trust fund that will be used to offset growing health care costs.

Summary of Additional Expenses

Fund/Department	Estimated Incremental 2020 Expense	Estimated Incremental 2021 Expense
General Fund	\$34,100	\$93,100
Environmental Services	38,800	86,100
General Fund Supported	9,600	24,600
All Other General Government	91,600	158,600
Tacoma Public Utilities	186,900	329,900
Total	\$361,000	\$692,300

Funding for 2019-2020 and 2021-2022

The 2020 cost of the negotiated increase is included in the 2019-2020 Adopted Budget and will be included in the 2021-2022 Proposed Budget.

CC: Karen Short, Senior Human Resources Analyst
Dylan Carlson, Lead Labor Negotiator
Sam Benscoter, Lead Management Analyst
Hayley Falk, Management Analyst

2020-2021

**Collective Bargaining Agreement
By and Between**

**The
CITY OF TACOMA**

**and
TACOMA JOINT LABOR COMMITTEE**

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2020-2021

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2020-2021

CITY OF TACOMA LABOR-MANAGEMENT AGREEMENT

PREAMBLE

The City of Tacoma and the several unions comprising the Joint Labor Committee of Tacoma recognize and agree that harmonious relations should be maintained between them and the public generally as all have a vital and common interest in the progress and economic and cultural growth of the City of Tacoma.

All parties concerned, the employees of the City of Tacoma, and the public generally, will benefit by continuous peaceful relations and by adjusting differences that inevitably arise under such circumstances by rational and common-sense methods.

With these ends in mind and with the intent of establishing fair and reasonable conditions of employment through the collective bargaining process, the City Council, as the legislative and governing body of the City of Tacoma, and the Joint Labor Committee of Tacoma, through its signatory unions, have set forth herein certain common conditions of employment and fringe benefits applicable to the employees for whom the Unions have been recognized.

ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020, to and including December 31, 2021 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin at least one hundred and twenty (120) days, and in no event later than ninety (90) days prior to the termination of this Agreement.

ARTICLE 2 - RECOGNITION AND BARGAINING MATTERS

2.1 Scope of Agreement.

2.1.1 This Agreement sets forth the matters common to the member unions of the Joint Labor Committee. While it in no way abrogates the rights and responsibilities of the City and the member unions to bargain regarding matters beyond the benefits described below, including operational procedures regarding the use of benefits described in this Agreement, neither the City nor the member unions will be obligated to bargain at individual union bargaining tables regarding any matter governed by this Agreement.

2.1.2 This Agreement supersedes specific provisions of the Tacoma Municipal Code, City policy or City-wide personnel rules with which it conflicts. Absent such a conflict, employees will be governed by applicable Code sections, policies and personnel rules. The City shall notify the Joint Labor Committee in writing before changing a Code section, policy or personnel rule that encompasses a mandatory subject of bargaining. In the event the Joint Labor Committee does not request discussion and/or negotiations within thirty (30) calendar days of receiving written notice, the City may implement the proposed change without further discussions and/or negotiations.

- 2.1.3 In the event this Agreement is in conflict with a collective bargaining agreement covering an individual member union, the individual member union's collective bargaining agreement shall supersede this Agreement. If an individual member union's collective bargaining agreement is silent on a topic or issue addressed in this Agreement, this Agreement will govern the topic or issue.
- 2.2 **Recognition of the Joint Labor Committee** The City recognizes the Joint Labor Committee of Tacoma, through its signatory unions, as the exclusive bargaining representative for those issues and matters common to all member unions and their employee members, including, but not limited to: (1) the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other leaves; (2) health and welfare plans, coverage and premium costs; (3) Group Term Life and Long Term Disability insurance plans, coverage and premium costs; (4) policies and personnel rules to the extent they address mandatory subjects of bargaining; and (5) City pension plans, including contribution and benefits levels.
- 2.3 **Bargaining Units** Bargaining units represented by the member unions of the Joint Labor Committee, shall be as agreed to between the individual unions and the City of Tacoma, in conformance with the provisions of Chapter 41.56 RCW as last amended, and as reflected in individual Collective Bargaining Agreements.
- 2.4 **Membership in the Joint Labor Committee** For the purposes enumerated above, any exclusive bargaining representative who has been recognized by the City of Tacoma for a bargaining unit(s), may become a member of the Joint Labor Committee provided the exclusive bargaining representative has the consent of the Joint Labor Committee.

ARTICLE 3 - THE BARGAINING PROCESS

- 3.1 **Collective Bargaining Defined.** Collective bargaining shall mean the performance of the mutual obligations of the City and the Joint Labor Committee to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and personnel matters, including wages, hours, and working conditions, which are common to the members of the Joint Labor Committee, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in Chapter 41.56 RCW as last amended.
- 3.2 **Purposes of Collective Bargaining.** In the process of collective bargaining, the parties shall bear in mind the following general purposes:
- 3.2.1 To provide for fair and reasonable rates of pay, hours, and working conditions;
 - 3.2.2 To promote stability of employment and to establish satisfactory tenure;
 - 3.2.3 To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives;

- 3.2.4 To promote the highest degree of efficiency, morale, and responsibility in the performance of the work and the accomplishment of the public purposes of the City;
 - 3.2.5 To provide procedures for the prompt adjustment of all disputes arising in connection with matters covered by this resolution or otherwise;
 - 3.2.6 To promote systematic labor-management cooperation between the City of Tacoma and its employees.
- 3.3 **Bargaining Rights Defined.** Bargaining rights referred to in this Agreement shall be interpreted to mean that management will make no changes to the working conditions, wages, or fringe benefits which would affect a member or members of any recognized bargaining unit without first negotiating with the Joint Labor Committee or other recognized bargaining representative of the employees.
- 3.4 **Payroll Deduction.**
- 3.4.1 **Union Dues.** As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon receiving notice of an employee's authorization from the Union, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.
 - 3.4.2 **Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations.** The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE

A City-Wide Labor-Management Committee composed of representatives of the Employer and the signatory unions or employee organizations will be maintained to provide a forum for communication between the parties. The Committee shall exist for the purpose of a year round aid to Labor-Management relations and it shall establish its own rules or procedures, policy, and its time and place of meeting. Unless otherwise agreed by all parties, Committee meetings will not be considered bargaining.

ARTICLE 5 - GRIEVANCE ADJUSTMENT

5.1 A grievance is hereby defined as an alleged violation of a specific Article of this Agreement, or an alleged violation of a specific provision of the City's Compensation Plan or Personnel Rules applicable to employees represented by Joint Labor Committee member unions. This procedure shall be the exclusive mechanism for resolving disputes regarding alleged grievances.

5.2 Time Limits

5.2.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Joint Labor Committee fails to act or respond within the specified time limits, the grievance will be considered waived. If the City fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

5.2.2 The day after the event, act or omission will be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following City business day.

5.2.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

5.3 **Submission of Grievances and Responses.** All grievances and demands for arbitration must be submitted to the City's Human Resources Director or designee by electronic mail, hard copy and/or fax. The City's Human Resources Director will be responsible for distributing the grievance/demand to the appropriate City representative for response. All City responses will be submitted to the chair of the Joint Labor Committee by electronic mail, hard copy and/or fax.

5.4 Grievance Process

Step 1: The Joint Labor Committee, on behalf of the aggrieved employee(s), will submit the grievance in writing within twenty-eight (28) calendar days of the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance. The written statement will include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Human Resources Director will respond to the grievance in writing within fourteen (14) calendar days of its receipt.

Step 2: Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following the receipt of the Human Resources Director's written conclusions the Union will submit the written grievance for joint consideration by the City Manager and the Director of Tacoma Public Utilities. The official's joint response will be submitted in writing to the grievance within fourteen (14) calendar days following its receipt.

Step 3: Should Step 2 fail to resolve the grievance, the Joint Labor Committee will submit a demand for arbitration to the City within fourteen (14) calendar days of its receipt of the City Manager's/TPU Director's decision.

5.5 Arbitration. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Joint Labor Committee's arbitration demand, the Joint Labor Committee will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. The parties will split the cost associated with said arbitration list. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the strike shall be the loser of a flip of a coin. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

5.5.1 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation of application of the terms of this Agreement. The arbitrator shall be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it. Multiple grievances may be combined only by agreement of the parties.

5.5.2 The decision of the arbitrator shall be final, conclusive, and binding upon the parties, and the employees involved.

5.5.3 The cost, if any, of the arbitrator shall be borne equally by the City and the Joint Labor Committee, and each party shall bear the cost of presenting its own case, including any attorney's fees.

5.5.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

5.5.5 It is understood that there shall be no suspension of work, slowdown, lockout or curtailment of services while any difference is in process of arbitration pursuant to the terms of this Agreement.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums.

Effective January 1, 2020 through December 31, 2020, Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance.

Effective January 1, 2021, Employees selecting employee-only coverage will contribute \$50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$100 per month towards the premium costs of medical insurance.

Effective January 1, 2020, in addition to these amounts, part-time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment. Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.2.5 Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage

under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
- b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.4 Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

- 6.4.1 Employees Choosing the Same Plan –** One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
- 6.4.2 Employees Choosing Different Plans –** If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan.

Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

- 6.4.3** Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

- 6.5** **Opt Out With Proof of Insurance.** Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty (30) calendar days if he/she should lose their alternative medical, dental and vision coverage.

- 6.6** Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

- 6.6.1** Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

- 6.6.2** Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time
 - 6.6.3** Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.
 - 6.6.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate
 - 6.6.5** Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.
 - 6.6.6** For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.
- 6.7** Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:
 - 6.7.1** Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.
 - 6.7.2** An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.
 - 6.7.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.
- 6.8** Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:
 - 6.8.1** Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.

6.9.2 For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a

supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be $\$596/\$23.84=25$ hours.

- 6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
- 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which they were working in on the date of injury.
- 6.10** Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on their annual salary rounded to the next highest \$1,000 of coverage.
- 6.11** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
- 6.11.1** Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.
- 6.11.2** Eligible employees shall receive longevity pay in accordance with the following schedule:
- | | |
|--|--------------|
| From 5 through 9 years aggregate service | 1% per month |
| From 10 through 14 years aggregate service | 2% per month |
| From 15 through 19 years aggregate service | 3% per month |
| 20 years or more aggregate service | 4% per month |
- 6.11.3** Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.
- 6.12** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.
- New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

- 6.12.1** A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.
- 6.12.2** In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.
- 6.12.3** Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 6.12.4** Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.
- 6.13** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.
- 6.14** The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in

the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 Wellness

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

- a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
- b. Review all Health Trust Fund/Flex Account balances.
- c. Review experience reports.

6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 Meal allowances may be paid to employees pursuant to TMC Section 1.12.195 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Effective January 1, 2020, the meal allowance shall increase to \$18 per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

ARTICLE 7 - PAYROLL AUDIT

Employees may request a payroll audit of their previous thirty-six (36) months' of wage payments to determine if an erroneous under or over payment has been made. If an error is discovered pursuant to an employee request or a City-initiated review, the City will provide written notice informing the employee of the error. The City will correct any underpayment within thirty (30) calendar days of its discovery. The City will follow the procedures described in RCW 49.48.200 to recover any overpayment. Except in cases of alleged employee fraud, any under or over payments will be considered waived for those payments made more than thirty-six (36) months prior to the date of the City's written notice describing the error to the employee.

ARTICLE 8 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable state law and the city charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state law and City Charter are paramount and shall prevail, provided that, where such

conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

ARTICLE 9 - NON DISCRIMINATION

The City will conform to and comply with all applicable federal, state, and local government laws concerning discrimination. The employer further agrees not to discriminate against any employee in regards, but not limited to: hiring, placement, upgrading, transfer, promotion, demotion, job assignment, or discipline including age, ancestry, citizenship, ethnicity, family-care status, gender identity, gender expression, marital status, medical condition, disability, race, religion, sex, sexual orientation, veteran status, or any other legally protected class or condition.

ARTICLE 10 - SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and the remaining parts or portions shall remain in full force and effect.

EXECUTED THIS _____ DAY OF _____, 20____

CITY OF TACOMA

JOINT LABOR COMMITTEE

City Manager

County & City Employees Local 120

Director of Public Utilities

District Lodge 160 IAM & AW

Human Resources Director

Firefighters Union Local 31

Finance Director

International Brotherhood of
Electrical Workers Local 483

Professional & Technical Employees
Local 17

Teamsters Local 313

Teamsters Local Union 117

APPROVED AS TO FORM:

City Attorney

Attest:

City Clerk

APPENDIX A

REGENCE MEDICAL			2020-2021	
Medical Benefit	PPO		HDHP/HSA	
	Preferred Network/Participating Network/ Out of Network		Preferred Network/Participating Network/ Out of Network	
Deductible (Amount the employee pays)	\$250 Individual (waived for office visits) \$500 Family (waived for office visits)		\$1,500 Individual \$3,000 Family	
Coinsurance (Employee share of the cost of a covered service unless specified otherwise)	10%/ 40%/ 50%		20%/40%/50%	
Office Visits – Illness or Injury (Amount the employee pays)	\$20 office visit copay/ 40% after \$20 copay / 50% after \$20 copay		After deductible 20% / 40% / 50%	
Telemedicine (through MD Live)	\$10 copay		After Deductible 20%	
Out-of-Pocket Maximum: Includes deductible, Coinsurance and Copays (Amounts the employee pays)	\$1,500 Individual		\$3,000 Individual	
	\$3,000 Family		\$6,000 Family	
Preventive Care (Amount the employee pays)	0% / 0%/ 50% Not Subject to Deductible		0% / 0%/ 50% - Not Subject to Deductible	
Professional (Amount the employee pays)	After Deductible 0% / After Deductible 40% / 50%		After Deductible 20% / After Deductible 40%/ After Deductible 50%	
Emergency Room Copay (Amount the employee pays)	After \$150 copay and Deductible 10% / 10% / 10% (Facility)		After Deductible 20%/20%/20% (Facility)	
	After Deductible 0% / 0% /0% (Professional)		After Deductible 20%/20%/20% (Professional)	
Hospital Stay (Amount the employee pays)	After Deductible 10% /40%/ 50% (Facility)		After Deductible 20% / 40%/ 50% (Facility)	
	After Deductible 0% / 40%/ 50% (Professional)		After Deductible 20%/ 40%/ 50% (Professional)	
Outpatient Surgery (Amount the employee pays)	After Deductible 10% / 40%/ 50% (Facility)		After Deductible 20% / 40%/ 50% (Facility)	
	After Deductible 0% /40%/ 50% (Professional)		After Deductible 20%/ 40%/ 50% (Professional)	
Lab/X-Ray (Amount the employee pays)	After Deductible 0% / 40%/ 50%		After Deductible 20% / 40%/ 50%	
Vision Exam/Schedule	No hardware		No hardware	

REGENCE MEDICAL		2020-2021	
Medical Benefit	PPO	HDHP/HSA	
	Preferred Network/Participating Network/ Out of Network	Preferred Network/Participating Network/ Out of Network	
Pharmacy (Amount the employee pays)	<p>100% coinsurance up to the following for a (30 day) supply: Generic: \$5 Max Brand - Formulary: \$35 Max Brand - Non-Formulary: \$60 Max Specialty - Formulary: \$75 Max Specialty - Non-Formulary: \$150 Max Mail Order: 90 days for 2 copays</p> <p>*Low Value Drug Exclusion List added to exclude high-cost drugs that have a lower cost alternative</p>	<p>Retail or Mail Order – Up to 90 day supply and up to 30 day supply for covered self-administrable injectable medication.</p> <p>After Deductible 20% - member may be balance billed when non-participating pharmacy is used.</p> <p>*Rx list includes drugs in certain categories that will not be subject to the plan deductible. It includes generic medications and formulary brand-name medications specifically designated for treatment of chronic diseases.</p> <p>*Low Value Drug Exclusion List added to exclude high-cost drugs that have a lower cost alternative</p>	
HSA IRS Annual Contribution Limits* (2020 limits shown)	N/A	\$3,550/\$7,100*	
City Annual Contributions to Health Savings Account (prorated per pay period)		EE Only	EE+Family
		\$500 w/o Wellness \$1,250 with Wellness	\$1,000 w/o Wellness \$2,500 with Wellness
Monthly Employee Premium Contributions (Single/Family)	2020: \$40/ \$80 2021: \$50/\$100	2020: \$40/ \$80 2021: \$50/\$100	

*Annual limits are subject to change by the IRS.

Kaiser Permanente	2020-2021
Medical Benefit	HMO
	In Network
Deductible (Amount the employee pays)	\$100 - Individual \$200 - Family
Coinsurance (Employee share of the cost of a covered service - unless specified otherwise)	N/A
Copay (Amount the employee pays)	\$10 Primary/ \$20 Specialist copay + Deductible
Out-of-Pocket Maximum: Includes deductible,	\$1,500 Individual
Coinsurance and Copays (Amounts the employee pays)	\$3,000 Family
Preventive Care (Amount the employee pays)	\$0 Not subject to Deductible
Professional (Amount the employee pays)	\$10 Primary, \$20 Specialist copay + Deductible
Emergency Room Copay (Amount the employee pays)	\$150 copay + Deductible Note: only ER services are available out of network for HMO plan
Hospital Stay (Amount the employee pays)	\$100 copay x 3 days + Deductible
Outpatient Surgery (Amount the employee pays)	\$100 copay + Deductible
Lab/X-Ray (Amount the employee pays)	<u>Inpatient:</u> covered under Hospital Services <u>Outpatient:</u> \$0 + Deductible

Kaiser Permanente		2020-2021	
Medical Benefit		HMO	
		In Network	
Vision Exam/Schedule		Annual Exam (1 visit every 12 months)	
(Amount the employee pays)		\$10 copay, Deductible Waived	
(Amount the plan pays)		\$150 Hardware Allowance (Every 12 months) - Deductible Waived	
Pharmacy		Kaiser Permanente (30 day supply): Generic \$5/ Preferred Brand \$25/ Non-Preferred Brand \$50	
(Amount the employee pays)		Mail order: 2x for 90 day supply	
Monthly Employee Premium Contributions (Single/Family)		2020: \$40/ \$80 2021: \$50/\$100	



RESOLUTION NO. U-11112

1
2 A RESOLUTION relating to Customer Services; authorizing the execution of
3 a Collective Bargaining Agreement for 2020-2021 between the City and
4 the International Brotherhood of Electrical Workers, Local 483, Customer
5 and Field Services Unit.

6 WHEREAS the City of Tacoma and the International Brotherhood of
7 Electrical Workers ("IBEW"), Local 483, Customer and Field Services Unit,
8 negotiated a proposed Collective Bargaining Agreement ("Agreement"), and
9

10 WHEREAS the Agreement covers approximately 157 employees, with
11 122 of the positions assigned to Tacoma Public Utilities ("TPU") and 35
12 assigned to General Government ("GG"), and

13 WHEREAS the Agreement provides for the following provisions:

- 14 1. Effective January 1, 2019, all base wage rates will be increased by
15 three percent (3%).
 - 16 a. Effective January 1, 2019, the first two steps of the Warehouse
17 Supervisor shall be eliminated. Employees currently receiving
18 pay at step 1 and 2 shall receive pay at the new step 1 and 2
19 rates of pay.
 - 20 b. Effective upon final City Council approval as set forth in the
21 implanting legislation, the Warehouse Supervisor shall become
22 overtime eligible (overtime category A).
 - 23 c. Effective January 1, 2019, a new top step for Customer Service
24 Representative Leads shall be established. All Customer Service
25 Representative Leads who are currently receiving pay at the
26 current step 3, will receive pay at the new step 4 rates of pay.
 - d. Effective upon final City Council approval as set forth in the
implanting legislation, the application of rate for the Workforce
Coordinator shall be eliminated.
 - e. Effective upon final City Council approval, a new classification of
Workforce Coordinator shall be established.



- f. Mail Stock Processors Senior and Mail & Stock Processors shall be eligible to be reimbursed for footwear up to one hundred and fifty dollars (\$150.00) per pair.
 - g. A maximum reimbursement of one hundred and fifty dollars (\$150.00) for shoe purchase has been established for permanent Field Operations employees (Meter Reader; Field Investigator).
 - h. Project and Temporary TPU Field Operations positions (Meter Reader; Field Investigator) shall now be eligible to receive a shoe reimbursement with a cap of one hundred and fifty dollars (\$150.00) per pair.
2. Effective January 1, 2020, all base wage rates will be increased by three percent (3%).
 3. Effective January 1, 2021, all base wages will be increased by two and one half percent (2.5%).

WHEREAS these wage adjustments are covered by the 2019-2020

Adopted Biennial Budget, and

WHEREAS it now appears in the best interest of the City that the

Agreement negotiated by said union and the City be approved; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That said proposed Collective Bargaining Agreement between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Customer and Field Services Unit, is approved and the Council of the City of Tacoma is requested to concur in the approval, pass and implement a pay and compensation ordinance, and authorize the proper officers of the City to execute said Agreement substantially in the form on file, as approved by the



City Attorney, by its terms to remain in full force and effect retroactive to
January 1, 2019, and any future wage adjustments effective per the Agreement.

Approved as to form and legality:

Chair


Chief Deputy City Attorney

Secretary

Clerk

Adopted

of October 23, 2019

REQUEST FOR RESOLUTION

Date October 11, 2019

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorizing approval of a Letter of Agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Customer and Field Services Unit.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This Resolution recommends approval of a collective bargaining agreement between the International Brotherhood of Electrical Workers, Local 483, Customer & Field Services Unit, on behalf of the employees represented by said Union.

The agreement covers approximately 157 budgeted, full-time equivalent positions. The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on November 5, 2019.

3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of a Collective Bargaining Agreement negotiated with the International Brotherhood of Electrical Workers, Local 483, Customer & Field Services Unit, on behalf of employees represented by said Union.

4. Attachments:

- a. Collective Bargaining Agreement
- b. Financial Impact Memorandum
- c. Letter from Jackie Flowers, Director of Utilities/CEO

5. ☐ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

Originated by:

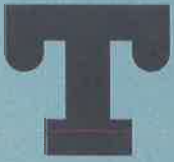
Requested by:

Approved:

Section Head

Human Resources Director

Director of Utilities



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

October 11, 2019

To the Chairman and Members of the Public Utility Board
And
To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of the proposed Collective Bargaining Agreement (CBA) negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Customer & Field Services Unit. The CBA covers approximately 157 budgeted, full-time positions, and is anticipated to be considered by the City Council as a Resolution on November 5, 2019.

The collective bargaining agreement provides for a wage increase in each year of the agreement. Retroactive to January 1, 2019, base wage rates will increase 3 percent. Effective January 1, 2020, base wage rates increase by 3 percent, and effective January 1, 2021, base wage rates will increase by 2.5 percent.

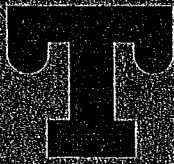
Other significant changes include: reducing the number of steps in the pay range for the classification of Warehouse Supervisor from five steps to three steps, and a change in the overtime designation to provide that the position will become eligible for overtime pay; the addition of a new Step 4 to the pay range for Customer Service Representative, Lead, the elimination of the Work Force Coordinator application of rate, and the addition of a new classified classification to be titled Workforce Coordinator with the pay range set to mirror Customer Service Representative, Lead; and language to provide for an annual maximum reimbursement for required safety footwear of up to \$150.00 for specific TPU Field Operations Staff.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

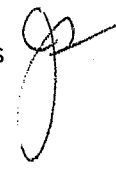
Jackie Flowers
Director of Utilities/CEO





TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Officer

From: Jim Sant, Deputy Director for Administration, Management Services 

Date: October 4, 2019

Subject: Fiscal Impact of the International Brotherhood of Electrical Workers,
Local 483 – Customer & Field Services Unit 2019-2021 Successor Agreement

Background:

A Tentative Agreement between the City of Tacoma and IBEW Local 483 Customer and Field Services ("Union") has been reached for a successor collective bargaining agreement for the years 2019-2021. It was ratified by the Union membership on September 17, 2019. The agreement covers 157 budgeted employees: 35 for General Government and 122 for Tacoma Public Utilities.

Financial Impact:

1. Effective January 1, 2019, all base wage rates will be increased by three percent (3%).
 - a. Effective January 1, 2019 the first two steps of the Warehouse Supervisor shall be eliminated. Employees currently receiving pay at step 1 and 2 shall receive pay at the new step 1 and 2 rates of pay.
 - b. Effective upon final City Council approval as set forth in the implanting legislation the Warehouse Supervisor overtime shall become overtime eligible (overtime category A).
 - c. Effective January 1, 2019 a new top step for Customer Service Representative Leads shall be established. All Customer Service Representative Leads who are currently receiving pay at the current step 3 will receive pay at the new step 4 rates of pay.
 - d. Effective upon final City Council approval as set forth in the implanting legislation the application of rate for the Workforce Coordinator shall be eliminated.
 - e. Effective upon final City Council approval a new classification of Workforce Coordinator shall be established.
 - f. Mail Stock Processors Senior and Mail & Stock Processors shall be eligible to be reimbursed for footwear up to one hundred and fifty dollars (\$150.00) per pair.
 - g. A maximum reimbursement of one hundred and fifty dollars (\$150.00) for shoe purchase has been established for permanent Field Operations employees (Meter Reader; Field Investigator).
 - h. Project and Temporary TPU Field Operations positions (Meter Reader; Field Investigator) shall now be eligible to receive a shoe reimbursement with a cap of one hundred and fifty dollars (\$150.00) per pair.



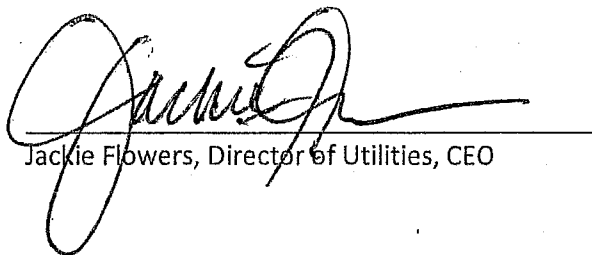
2. Effective January 1, 2020, all base wage rates will be increased by three percent (3%).
3. Effective January 1, 2021, all base wage rates will be increased by two and one half percent (2.5%).

Division	Budgeted FTEs	2019 Increase	2020 Increase	2021 Increase
General Fund	16	\$49,487	\$41,678	\$35,637
Non-General Fund	19	\$60,956	\$48,799	\$41,726
TPU	122	\$335,261	\$294,310	\$251,652
Total	157	\$445,704	\$384,787	\$329,015

Summary:

These wage adjustments are covered by the 2019-2020 Adopted Biennial Budget.

Concur:



Jackie Flowers, Director of Utilities, CEO

2019-2021

AGREEMENT

By and Between

the

CITY OF TACOMA

and

**LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

CUSTOMER AND FIELD SERVICES UNIT

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2019-2021

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CUSTOMER AND FIELD SERVICES UNIT

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2019-2021
COLLECTIVE BARGAINING AGREEMENT
Between
CITY OF TACOMA

and

LOCAL 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CUSTOMER AND FIELD SERVICES UNIT

PREAMBLE

For the purpose of maintaining cordial relations between the City of Tacoma and Tacoma Public Utilities, hereinafter designated as the "City" and the party of the first part, and the Local 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union" the party of the second part, the parties hereto do hereby enter into, establish, and agree to the following conditions of employment.

The City and the Union have a common and sympathetic interest in municipal services. Therefore, a working system and harmonious relations are essential to the relationship between the City, the Union, and the public. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Progress in industry demands a mutuality of confidence between the City and the Union. To these ends this Agreement is made.

The City shall not be required to take any action under this Agreement which is in violation of federal or state law, or the ordinances of the City of Tacoma.

The Union agrees that its members, who are employees of the City, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time, and manpower, and that they will use their influence and the best efforts to protect the property of the City and its interests and to prevent loss of tools, and materials and that they will cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2019 to and including December 31, 2021, provided that if either party desires to terminate the Agreement on the anniversary date of December 31, 2021, written notice of such intent must be given to the other party ninety days (90) days in advance of that date, and provided further that this Agreement shall be subject to such change and modification during its term as may be mutually agreed by the parties hereto.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 - Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours, and employment conditions in the application of the Agreement to employees in those classifications now listed and later added to the classifications set forth hereinafter. Should existing classifications be reclassified without the addition of significant new or different duties, the Union shall continue to be recognized for those classifications. Should new classifications in the City classified service be created, the City shall recognize the Union for those classifications, if such classifications perform a substantial portion of work presently performed by classifications listed in this Agreement. However, if another bargaining representative requests recognition for such a new classification, recognition procedures set forth under Chapter 41.56 RCW shall apply.

Section 2.2 The parties recognize that certain provisions of Article 2 are unenforceable as a result of the Janus v. AFSCME U.S. Supreme Court decision, and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 2.

Section 2.3 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union (or who, in lieu thereof, pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of the Agreement) on the effective date of this Agreement shall remain members or shall continue to pay said service charge. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union, or in lieu thereof pay an amount equal to the regular initiation fee and each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on either bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. Such payments shall be made to a charity having offices in Pierce County and the payment shall be made to said office. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2.4 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.5 The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The City shall not be required to make any deductions from employee's paycheck except as authorized by the employee or by law. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties

hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

Section 2.6 The Union agrees that the City shall not terminate the employment of any employee under the security clause provision of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided hereinabove. The parties also agree, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) day's notification of the Union's intent to initiate discharge action. The Union further agrees that in the event the City undertakes to terminate an employee's tenure pursuant to this Article, the Union will indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past due wages and agree to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any. The Union's obligation to indemnify and hold the City harmless, as described above, would be limited and restricted only to the situation where the employee's successful claim for position is due to the Union's illegal request to the City for termination of said employee's tenure.

Section 2.7 - Leave for Business Manager The Employer will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union and whom the Union may desire to have act as its business manager to be locally engaged in the business of the Union.

Section 2.8 - Payroll Deduction An employee may, on written request, have deducted from their pay monthly dues to Local 483 IBEW and such other items as may be mutually agreed between the Local 483 IBEW and the Employer.

Section 2.9 - Business Agent Visit The Business Manager or Business Representative of the Union may, after notifying the City official or designee in charge, visit the work location of the employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the City.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City. Examples shall include the right to hire, promote, direct the employee workforce, discipline employees for just cause up to and including discharge, determining operating hours, and to take actions required in the event of a (major) emergency. Provided, however, that the above items shall not be in conflict with City ordinances, personnel rules or this labor Agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the decision and the impacts of the decision that affects hours, wages and working conditions.

ARTICLE 4 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union.

The Union will not authorize a strike, work stoppage, or slowdown; and the City will not engage in a lockout during the term of this Agreement.

The Union will take every reasonable means within its powers to induce employees engaged in strike, work stoppage, or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives, or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives, or affiliates have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 5 - DEFINITIONS

Section 5.1 - Shop Steward - A Union member designated by the Union as such. The Union shall provide updates of the newly appointed stewards to Labor Relations.

Section 5.2 - Department/Division Head - "Department/Division Head" shall mean the General Government Department Director, the Tacoma Public Utilities Superintendent or Customer Services Manager.

Section 5.3 - Union Representative - "Union Representative" shall mean the Union Business Manager or designee.

Section 5.4. - Labor/Management Committee - A standing committee composed of equal representatives from the City and the Union.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

The Labor/Management Committee shall be advisory in nature. It is formed to foster a relationship of mutual respect, open communications and to discuss items of mutual concern.

Section 6.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be agreed to by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern, such as anticipated job announcements, to the Union and management in a timely and efficient manner.

Section 6.2 The responsibility of chairing the Committee shall alternate each meeting between Labor and Management.

Section 6.3 The Union will be notified of any changes to class specifications/job descriptions.

ARTICLE 7 - NON-DISCRIMINATION

Section 7.1 Pursuant to RCW 41.56 there shall be no discrimination against union members, union officers or union activity.

Section 7.2 Neither the City nor the Union shall discriminate against any employee covered by this agreement based on applicable local, state and federal laws. Union and management shall work cooperatively to assure the achievement of equal employment opportunity.

Section 7.3 It is mutually agreed that there shall be no unlawful harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

Section 7.4 If an otherwise reasonable accommodation is requested, pursuant to the Americans With Disabilities Act, and the Washington Law Against Discrimination which would result in or require a violation of any provision of this contract, or recognized work rule adopted by the parties pursuant to this contract, the City may propose a written amendment and the Union agrees to consider the proposal and respond in writing, either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Definitions:

Grievance – A grievance under this Agreement is defined as an alleged violation of a specific Section or Article of this Agreement. To be valid, a grievance must be submitted in writing within (30) calendar days of the alleged violation by the grieving party.

Section 8.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and objective manner. To this end, every effort will be made by both parties to resolve problems at the lowest level. Both parties shall work cooperatively to identify the appropriate manager to respond to a grievance. Initially, the employee is advised to discuss the incident with the shop steward (or Union Representative). Further contacts shall follow this procedure:

- Step 1 Discussion with Immediate Supervisor. The employee, or employee and shop steward (or Union Representative), are encouraged to meet with the immediate supervisor (written communication not required). Such meeting shall take place as soon as possible.
The immediate supervisor shall advise the employee, or employee and shop steward (or Union Representative), of the proposed resolution within five (5) working days of this meeting.
- Step 2 If the incident cannot be resolved at the first step, with a discussion with the immediate supervisor, and the employee would like to pursue the grievance, the grievance shall be reduced to writing specifying Section or Sections of the contract violated, relevant facts including the name(s) of the employee(s) affected if

applicable, and the proposed remedy and shall be presented to the appropriate manager, with copies to the Union and Labor Relations within thirty (30) calendar days of the alleged violation by the grieving party. This step shall not preclude contacts at lower levels, if this may expedite the resolution process. The appropriate manager shall, within ten (10) working days render a decision in writing to the employee and Union.

Step 3 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the appropriate manager's answer, the grievance shall be forwarded to the Department/Division Head.

Step 4 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the Department/Division Head's answer, the employee (or designated representative) will forward the grievance to the Director of Human Resources/Utilities Director for possible resolution.

The Director of Human Resources/Utilities Director (after consultation with the Department/Division Head, the Human Resources Director or their designee, and the Union Business Manager or their designee) shall submit their answer in writing within ten (10) working days after personal receipt of the grievance.

Option Optional Grievance Mediation. If the parties are unable to resolve a grievance at the Step 4 level, upon mutual agreement of the City and the Union, the parties may request grievance mediation utilizing services provided by the Public Employment Relations Commission. If mediation is agreed to, the parties shall hold timelines of the grievance in abeyance until the conclusion of mediation.

Step 5 Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Either party may give notice of intention to arbitrate within fifteen (15) working days following completion of the steps listed in the aforementioned sections. A list of five (5) arbitrators shall be requested from the Public Employment Relations Commission, both parties shall meet and each shall strike a name until one (1) arbitrator is selected. The decision by the arbitrator shall be final and binding upon both parties. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. In the event that the City unsuccessfully challenges an arbitrator's decision in court, or the Union is forced to file an action in court to compel compliance with an arbitrator's award, the Union may seek recovery of attorneys' fees incurred in the court action to the extent such recovery is permitted under RCW 49.48.030. All other agreed to expenses incident to the arbitration shall be divided equally. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and the arbitrator's power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

Section 8.3 The time limitations in this Article may be adjusted by mutual agreement, in writing between the Union and the Department/Division. Failure by the non-grieving party to comply with any of the time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next step without waiting. Failure of the grieving party to comply with the forgoing time limitations shall constitute resolution of the grievance.

ARTICLE 9 – SENIORITY, SHIFT BIDDING and VACANCIES

Section 9.1 For the purposes of this agreement, seniority is defined as the length of continuous permanent service by classification.

- A. An employee temporarily assigned to another classification outside of the bargaining unit in a temporary or project status shall earn seniority for the classification covered by the agreement in accordance with Section 1.24.920 of the Tacoma Municipal Code.
- B. Seniority shall be used for shift bidding and granting vacation requests.

Section 9.2 An upgrade is defined as the filling of a temporary vacancy within the bargaining unit, which is in the next higher classification in the class series which receives a higher rate of pay. An upgrade is to the closest step in the higher classification which provides a minimum of a 5% increase in pay, but never higher than the top step.

Section 9.3 In the filling of temporary vacancies, the City need not upgrade an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, adaptability for the job or employees assigned to other sections, divisions, or departments. When Management can demonstrate specific deficiencies, they shall not be required to upgrade an employee who has not yet successfully completed their probationary period.

Section 9.4 Vacancies of five (5) working days or less, and in instances of emergency and illness, may be filled to meet the City's immediate needs.

Section 9.5 In the event the department fills a vacancy that exceeds five (5) working days, such vacancy shall be filled from a layoff register or the existing Civil Service eligible list, providing the temporarily upgraded employee is in the same section, division or department. If no eligible list exists, such vacancy shall be filled on a seniority basis in accordance with the provisions in Section 9.1, 9.2 and 9.3.

Section 9.6 - For TPU Customer Service:

Opportunities to change from part time to full time status or vice versa will be posted for those within the classification in the department. Employees will be considered based on performance, attendance and seniority within the classification.

9.6.1 For Lateral Department Opportunity at TPU Customer Services: Initial vacancies will be posted physically or electronically. Permanent Customer Service Representative, Technical staff will submit a letter of interest. An interview will follow, if necessary. Selections will be based on letter of interest, attendance and performance. Once the vacancy is filled management has discretion, as outlined in Article 3, to sign or reassign all staff as needed to ensure effective operations.

9.6.2 TPU Customer Services agrees to reopen the topic of lateral work group rotation, should the exclusive bargaining agent bring the matter forward. Parties agree to discuss this topic through the Labor Management Committee.

All openings at TPU Customer Service will be posted. To be considered for the posted opening each employee must be a permanent employee in the posted classification, and must sign the posting or submit a letter of interest. Selection for openings will be based upon performance

and seniority as defined in Section 9.1. Employees submitting a letter of interest or signing the posting shall have the opportunity to review the criteria that the selecting supervisor used in the selection process.

Section 9.7 - Shift Bidding All full-time employees shall bid shifts based on seniority as defined in Section 9.1. Bidding will be done within each work group. (Work group for Customer Service – TPU is defined as “Call Center”, “Lobby”, “Back Office”, “Business Solutions”, “Customer Solutions” and “Field Operations Dispatch”). Shifts will be bid with either a fixed start or stop time and granted to the most senior person. All shifts shall be bid based on a five (5) day work week.

Part-time, permanent shifts are covered under Section 12.26.

Shifts (hours of work) for Lead Customer Service Representatives will be posted and bid by seniority. Following the shift bidding process, Lead Customer Service Representatives will be assigned to specific work groups and assignments. Factors which will be considered in the assignments shall include an employee interest list, shift, skills and work historically performed.

Management reserves the right of assignment based on operational need.

ARTICLE 10 - SELECTION OF PERSONNEL

In selecting personnel for regular positions, the Department will abide by the rules and regulations set forth in Chapters 1.12 and 1.24 of the Official Code of the City of Tacoma.

ARTICLE 11 - SAFETY

All state and local laws governing the health and safety of employees shall be observed. Safety rules as promulgated by the Department of Labor and Industries of the state of Washington, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein. No employee shall be required to perform work in violation of established safety rules.

ARTICLE 12 - WORK RULES

Section 12.1 - Work Rules Work rules, as agreed upon between the City and the Union, shall be established governing working conditions and requirements of each classification consistent with the provisions of existing personnel and compensation rules and regulations contained in Chapter 1.24 and Chapter 1.12 of the Official Code of the City of Tacoma.

Section 12.2 - Workweek The workweek for full time employees shall normally be five (5) consecutive days of eight (8) hours each, Monday through Friday on a regularly scheduled basis. Employees shall not be required to perform work, including preparation or completion of work, prior to their established start time, or following their established stop time, without compensation.

Section 12.3 - Rest Periods For full-time employees, the City shall allow two (2) rest periods of fifteen (15) minutes each per day. One shall be scheduled in the mid-morning and one in the

mid-afternoon. Part-time employees shall receive a fifteen (15) minute paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times scheduled/approved by their supervisor, but shall not be added to an employee's actual start time, the normal lunch period nor taken at the end of the workday.

Section 12.4 - Meal Periods A thirty (30), forty-five (45), or sixty (60) minute meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

The shift posting shall have a fixed start or stop time clearly designated on the posting.

The standard meal period shall be thirty (30) minutes. Exceptions to the standard meal period shall be at the employee's request, with supervisory approval, and/or based on operational need. In the event an employee request is denied, management, after receiving a written request from the Union, shall provide in writing the reasons for the refusal.

12.4.1 - Request to Waive Meal Period The following groups at Tacoma Public Utilities may voluntarily request to waive their meal period. TPU Field Operations employees and part-time TPU Customer Service employees. If approved by management, employee's daily schedule will be adjusted to reflect a later start time or earlier end time. All requests must be voluntarily made by the employee in writing on an approved form. Employees who requested and received approval to waive their meal period may request to have their meal period reinstated at any time except if the approval was for a same day occurrence.

Section 12.5 - Meal Allowance An employee working non-scheduled overtime of more than two (2) hours before or beyond their regular shift and at six (6) hour intervals thereafter shall be eligible for meal allowances of fifteen dollars (\$15.00) per meal which shall be paid on the time card.

12.5.1 Employees will not be eligible for meal allowances when working scheduled overtime on their regularly scheduled days off, unless the overtime on one day extends more than two (2) hours beyond the number of hours normally worked by the employee.

Section 12.6 – Incidental/Emergency Time Employees unable to report to work on time due to inclement weather or other emergency situations may be afforded the option of making up missed time up to sixty (60) minutes. At sixty (60) minutes, employees must use approved accrued leave. Incidental time shall be considered periods of time up to sixty (60) minutes. Making up missed time shall be approved in advance of making the time up and at the discretion of the Supervisor/Manager. All missed time shall be made up within the same work week that it was taken.

Section 12.7 – Shift/Schedule Adjustment The purpose of shift adjustments is to allow flexibility for the employee while meeting the business needs of the City. An employee may request an adjustment to a particular day's regularly scheduled shift, including splitting the shift. Such adjustment of time shall be approved at least one (1) shift in advance and at the discretion of the Manager/Supervisor. For purposes of making up time, when an adjustment is granted hour for hour the City shall not incur overtime liability. Any adjustment to a shift shall be made up within the same work week the adjustment was granted to remain in compliance with FLSA.

Section 12.8 The City and Union agree to meet in a Labor Management committee to discuss cross-training opportunities for employees affected by the Advanced Meter Infrastructure conversion.

Section 12.9 As consistent with RCW 41.56, the City agrees to bargain impacts on wages, hours and working conditions that result from the implementation of the Advanced Meter conversion.

Section 12.10 – Overtime Employees required to perform work outside the regularly scheduled shifts shall be compensated at one and one-half (1 1/2) times the straight time hourly rate Monday through Saturday, and two (2) times the straight time hourly rate for all work performed on Sundays, except for the following: for any employee who has unauthorized leave without pay in a work week their overtime shall be calculated only for hours worked in excess of forty (40) hours in a paid status during a seven (7) day period. An employee called to perform overtime work shall be paid from the time the employee reports to the work headquarters or at the job site, as the case may be.

12.10.1 At the employee's request and supervisor's approval, compensatory time may be substituted for cash payment of overtime at the appropriate overtime rate. Compensatory time may only be earned with prior approval from the Department/Division Head or their designee. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions. Any unused compensatory time will be paid out at the end of the year in which it is earned, commencing December 31, 2012.

12.10.2 All work performed outside the scheduled work hours on holidays shall be paid for at the appropriate overtime rate.

12.10.3 A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports for work less than two (2) hours before the beginning of their regular shift, or continues after their regular shift.

12.10.4 Scheduled overtime for Customer Service Representatives, Technical Customer Service Representatives, Lead Customer Service Representatives, Mail & Stock Processors and Meter Readers will be assigned from a bid sheet by seniority, as defined in Section 12.10.5. Reasonable efforts will be made to post the bid sheet within twenty-four (24) hours prior to the scheduled overtime work day. In the event an insufficient number of employees sign the overtime bid sheet, such work shall be assigned to the least senior employee.

12.10.5 To the extent such distribution is practicable; overtime work will be distributed by seniority within each work group in each physical location.

12.10.6 An employee who does not report to work and work their entire regularly scheduled work day, due to a non Mandatory Paid Sick Leave unscheduled absence or leave of absence, will not be considered for voluntary overtime until the employee works their next regular work day.

12.10.7 An employee who makes the commitment to work scheduled overtime but does not work it may be subject to the disciplinary process.

Section 12.11 - Work Shifts: Field Operations

The work week will normally consist of five (5) consecutive eight (8) hours shifts Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. The second shift work week will normally consist of five (5) consecutive eight (8) hour shifts, Monday through Friday, between the hours of 11:00 a.m. and 8:00 p.m. Management may consider alternative work schedules where it meets staffing and business needs. Shift changes and/or job assignments shall have one (1) week's advance notice except in cases of emergency as determined by management.

12.11.1 A thirty (30) minute unpaid meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

12.11.2 Alternate work shifts will be provided when requested by the employee and approved by the section manager. Changes to the alternate shift, when requested by the employee or required by management, shall have one (1) week's advance notice. Alternate work shifts, which extend work hours, will be approved only when appropriate daylight conditions permit or when a two (2) person crew is approved.

12.11.3 Field Investigators who are assigned to work the second shift will receive a 3% shift differential. Field Investigators who are assigned to work the second shift and receive the 3% shift differential for straight time hours will receive the shift differential when overtime hours are worked.

12.11.4 Based upon the National Oceanic and Atmospheric Administration (NOAA) published time of sunset, employees will coordinate to form a two (2) person crew at sunset for work after day light hours until the end of shift, or when at the discretion of the Field Investigators it is deemed a safety issue.

2.11.5 The Work Shift for the Customer Service Representative(s) assigned to Field Operations, will be between the hours of 7:30 a.m. and 5:00 p.m.

Section 12.12 - Work Shifts/Job Assignments: Customer Service

The work week for full time employees will normally consist of five (5) consecutive eight (8) hour shifts Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. except for Public Utility Customer Service Representatives, Technical Customer Service Representatives and Lead Customer Service Representatives work shifts which will consist of five (5) consecutive eight (8) hour shifts Monday through Friday. Management may consider alternative work schedules where it meets staffing and business needs. The shifts in Public Utilities will be between 7:30 a.m. and 6:45 p.m.

12.12.1 Alternate work shifts may be provided when requested by the employee and approved by the section manager. Call center employees with schedules that end after 6:00 p.m. will have the option of an alternate work shift in addition to the standard shift. Employees may request the alternate work shift during the shift bid process. Alternate shifts will be created by management in a way that minimizes the business and customer impacts. Employees shall give no less than two (2) weeks' notice to revert back to a standard schedule. These changes will be made effective at the start of a pay period.

12.12.2 Changes to the shift and/or job assignments, when requested by the employee or required by management, shall have a minimum of two (2) weeks' advance notice. Such notice period may be waived by the parties upon mutual agreement. When

possible, up to 30 days advance notice may be provided. Daily adjustments to job assignments would not require advance notice.

12.12.3 Alternate work schedules shall comply with the provisions of the Fair Labor Standards Act. Seniority will be the determining factor when assigning hours of work. The City agrees that it will not schedule shift work outside the normal work week for the sole purpose of avoiding overtime compensation.

Section 12.13 - Overtime – TPU Field Staff Field Operations

Field Investigators shall be assigned overtime on a voluntary basis from the overtime bid board. Field Investigators who wish to work overtime, if it is available, on a given day shall so signify by moving their bid markers on the bid board within thirty (30) minutes of the start of their regular shift. Employees assigned to the South Service Center shall notify the office via email. Management shall have the right to assign up to a maximum of one-half hour (1/2) of overtime work to the end of a Field Investigator or Meter Readers shift without regard to seniority. For additional overtime opportunities the following shall apply:

12.13.1 Field Investigator Overtime Rotation: Overtime work will be equitably distributed among Field Investigators that voluntarily choose to work overtime. At the end of each pay period, the Operations Manager or their designee will update a database of each individual's number of overtime hours worked. The overtime totals will be used to rank employees based on the amount of overtime worked from least to most. This process will repeat at the end of each pay period through the year. The process will reset with the first pay period of each year. Overtime call outs from the Energy Control Center (ECC) will be based on seniority and not subject to the process outlined in this paragraph. All overtime worked will be added to the calculation of hours of overtime worked. When a new Field Investigator is hired, the average hours of overtime for all Field Investigators will be calculated and the result shall be the hours assigned to the new Field Investigator for the purpose of determining their placement on the rotation list.

12.13.2 The Field Operations Manager shall make a determination no later than 4:20 p.m. whether and how many Field Investigator crews are needed for overtime work. When two (2) person crews are necessary, in accordance with Section 12.11.4, employees must be physically present in the office, by 4:20 p.m., to be eligible for such overtime.

12.13.3 If, it is determined that additional Field Investigator crews are needed for overtime work, the following procedures shall apply:

12.13.4 The Field Operations Manager (or designate) shall call out additional employees from the Field Investigator rotational overtime callout list, as outlined in 12.3.1 by seniority on a voluntary basis, until sufficient employees to fill out needed crews have agreed to work.

12.13.5 In the event that the Field Operations Manager exhausts the FI callout list, Meter Readers who volunteer and are "current" as defined below may be called out from the Civil Service List in rank order. Meter Readers called out to perform Field Investigator overtime shall be paid at the Field Investigator overtime rate.

12.13.6 If, after the above lists have been exhausted, additional employees are still needed for FI overtime work, Meter Readers who volunteer, have been trained as Field Investigators, and are "current" as defined below may be called out in order of seniority.

12.14 - Travel Time for Call Back Work For TPU Field Operations Field Employees When recalled back in to perform overtime work to cover the Field Investigator shall receive one (1) hours' travel pay at the straight-time rate if such overtime does not immediately precede or follow their regular shift.

12.15 - Compensatory Bank TPU Field Operations Field employees shall be permitted to keep a bank of compensatory time of no more than twenty-four (24) hours to be used for the purpose of winter work cancellation in accordance with Section 12.24. Twenty-four (24) hours (or any balance below 24 hours) will be kept on the employee's record and will not be cashed out at year end unless the employee notifies their timekeeper by December 1st of each year that they elect the compensatory time to be cashed out.

12.16 Meter Readers shall be considered "current" for the purposes of this Agreement if they have worked eight (8) hours as a Field Investigator or trained four (4) hours with a Field Investigator during the six (6) months previous to call out. A list of qualified Meter Readers will be maintained by the Field Operations Manager.

12.17 - Crew Composition Field Investigator overtime crews shall normally consist of two (2) employees in accordance with Section 12.11.4 and published time of sunset, one of whom must be either a permanent Field Investigator, or a Meter Reader who has worked as a Field Investigator a minimum of forty (40) hours during the six (6) months previous to a call out. Management may, at its discretion, place additional employees on a Field Investigator overtime crew.

12.18 When overtime is available on a Saturday, Field Investigators may bid for overtime area assignments on a voluntary basis. Overtime must be posted by 4:30 p.m. on the Friday preceding the overtime. Employees shall bid in order of seniority for areas to be worked up to a maximum of eight (8) hours. Overtime bidding shall continue until all work assignments are bid or all volunteers have been assigned whichever comes first.

12.19 - Field Investigator Redistribution of Work The Supervisor and/or lead shall be responsible for determining which areas are light or heavy on notifications and will select the work which shall be transferred to the Field Investigators in light notification areas, taking into consideration geographic area and proximity. The Supervisor and/or lead shall determine/assign coverage for vacant areas; when coverage of an area is split between two (2) Field Investigators the notifications will be distributed based on the same coverage split.

Section 12.20 – Overtime – Business Office (Customer Services)

12.20.1 TPU Customer Solutions outreach overtime opportunities Every other month the Customer Solutions Work Unit will produce a calendar of anticipated community facing overtime events related to their specific work. Employees in the work unit may voluntarily sign up for overtime opportunities in seniority rotation order. Each employee shall be permitted to make one selection per turn. The calendar will then be rotated until all employees have an opportunity to select an event at which point the rotation will

begin again until all events are covered. In the event that no employees elects to volunteer the first uncovered event will be assigned in reverse seniority order. If Customer Solutions becomes aware of an event without sufficient notice to include it on this calendar Management will post the event using the processes described in 12.10.4.

12.20.2 In accordance with this Section, an employee must be physically present at work and sign the overtime bid sheet to be considered for overtime. An employee authorized to work from home may sign the bid sheet, while in a working status, via email. An employee on a pre-approved leave, or on a flex day having worked the full prior work day, may come in to sign the bid sheet.

12.20.3 The overtime call-in process for the Outage Call Center is in a separate Letter of Agreement.

Section 12.21 – Meter Readers Management may schedule up to two (2) mandatory overtime days for Meter Readers per year. Mandatory overtime shall be utilized to remain current with regard to the meter-reading schedule. These days shall be considered scheduled overtime days and the Meter Readers shall read their normally assigned routes. These days shall normally be pre-scheduled in February and November unless mutually agreed to otherwise.

Section 12.22 - Route Assignments

12.22.1 Meter Readers in order of seniority will first choose fifty percent (50 %) of their routes. After the least senior employee has completed selection of fifty percent (50%) of their routes, the balance of the routes will again be selected by seniority. Once an employee makes their selection, they will not be permitted to change their selection. Route assignments made on this basis will be permanent, provided, flexibility will be allowed to provide necessary staffing in the case of illness, approved leave, vacation, and other like circumstances.

12.22.2 Field Investigators shall bid service areas by seniority for all shifts. The process will continue until all areas have been selected in order of seniority. Once an employee makes their selection, they will not be permitted to change their selection. Vacated or new areas shall be re-bid by seniority.

12.22.3 In the event an employee has taken a temporary assignment, the routes or area shall be held until their return.

Section 12.23 - Meter Routes Upon the request of the Union, a specific route may be reviewed at any time by the Operations Manager to clarify a particular problem area or route.

Section 12.24 Meter Readers and Field Investigators reporting for work during regular working hours, when weather conditions are such that they cannot perform their normal duties, shall receive two (2) hours show up pay. Show up pay shall be defined as pay at the straight time and requires employees to be present and ready for work. When Meter Readers and Field Investigators cannot perform their regular work due to weather conditions, the supervisors may assign other work on a voluntary basis. If the supervisor determines that no such work is available, employees may use leave without pay, PTO, compensatory time or accrued vacation.

Section 12.25 - TPU Field Operations Positions

12.25.1 - Shoes Permanent employees, upon assignment to the section will be reimbursed for two (2) pairs of safety shoes up to one hundred and fifty dollars (\$150.00) per pair. Shoes provided to the field personnel by the Utility will be replaced or repaired, as determined by the immediate supervisor, to maintain the shoes in good condition. The Safety Officer will review the decision, if required. Safety shoes will meet the criteria established by the Safety Office. The Safety Office will consider employee comfort and convenience in establishing selection standards for safety shoes.

12.25.2 Project and Temporary employees will be reimbursed for one (1) pair of safety shoes, as outlined above, after the completion of thirty (30) days of employment. Project and temporary employees will be reimbursed for a second (2nd) pair of safety shoes after ninety (90) days of employment. Upon separation, employees will return the safety shoes to the Operations Manager.

12.25.3 - Hats and Gloves At the request of the employee they will also be provided with one winter and one summer hat with a logo and one pair of winter gloves. The winter hat shall be of a knit type and the summer hat will be baseball style. Other mutually agreed upon styles and/or materials may be substituted. Hats and gloves shall be replaced by the immediate supervisor or on an as-needed basis.

12.25.4 - Rain Gear Each permanent TPU Operations Field Employee shall be reimbursed up to \$300 for the purchase of rain gear after receiving proper approval from the Field Operations Manager, if appropriate rain gear is not already provided. All rain gear must be of a pre-approved shade of blue and will have the TPU logo printed on the front and back. The costs for the logo application will be borne by the City. Upon separation or replacement of rain gear, the rain gear will be returned to the Operations Manager.

12.25.5 Routine care and upkeep shall be the sole responsibility of the employee. All warranties/guarantees on rain gear are between the employee and the store or manufacturer. Rain gear reimbursed through this program is for use only during the course of City business. Repair or replacement of worn items shall be made as needed at the discretion of the Field Operations Manager who shall assess if prudent care has been taken. The Customer Services Manager will review any disputes. Temporary and project Meter Readers shall be furnished with appropriate rain gear if available.

12.25.6 The City agrees to provide uniforms and cleaning to employees performing work as a TPU Field Operations Employee. Selection of uniforms shall be by mutual agreement. Uniforms and safety shoes must be worn at all times while performing regularly assigned field duties.

Section 12.26 - Work Shift/Job Assignments: Permanent Part-time (Customer Service - Public Utilities)

12.26.1 Part-time employees will be hired from the existing eligible list under the applicable Personnel Rules. Permanent employees may transfer to part-time positions as openings are available.

12.26.2 A part-time employee may request consideration for a vacant full-time permanent position, based on seniority within the classification before the existing eligible list is used.

12.26.3 Part-time employees shall not exceed twenty five percent (25%) of the total number of full-time positions in the classifications of Customer Service Representative, Technical, Customer Service Representative and Lead Customer Service Representative within the Public Utilities Department.

12.26.4 Part-time employees will be scheduled to work, or be in a paid status, between 8:00 A.M. to 6:45 P.M., not less than twenty (20) hours and not more than thirty-two (32) hours per week, Monday through Friday, except in emergency situations as determined by management. Employees may be scheduled for full days or partial days with shifts of not less than four (4) hours per day. No shift will be separated by more than one (1) hour, except as requested by the employee. A work week may include a combination of full days and partial days. Work schedules will be assigned by seniority within the part-time classification. Part-time hours may include the total range of hours of operation of the work group. Work schedules will be prepared monthly. Additional hours will be assigned to requesting employees based on seniority within the part-time classification. If there are no volunteers, additional hours up to thirty-two (32) hours per week will be assigned to the least senior employee with at least forty-eight (48) hours' notice provided to the employee.

12.26.5 Part-time employees will be eligible for overtime when the number of hours in a paid status in a work week exceeds forty (40). Part-time employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded to the nearest four (4) hour increment.

Section 12.27 - Mail & Stock Processors Senior, Mail & Stock Processors: Should an employee be required to wear protective boots and/or safety shoes, management shall reimburse employees for one (1) pair of safety shoes up to up to one hundred and fifty dollars (\$150.00) per pair. Management will be responsible for replacing required footwear when needed. The expectation is that required boots/safety shoes shall be worn by employees in areas where safety concerns exist.

Section 12.28 - Warehouse Supervisors: If employees are required to wear protective boots and/or safety shoes, management shall provide footwear and be responsible for replacing required footwear when needed. The expectation is that required boots/safety shoes shall be worn by employees in areas where safety concerns exist.

Section 12.29 Special assignments are work efforts outside the scope of the normal work environment. Special assignments may involve a single project or a combination of projects and may be no less than two (2) weeks nor more than one (1) year in duration. These assignments may require a full- or part-time commitment and may consist of a single person or team. A description of the assignment, the time commitment, along with knowledge and skills required to successfully complete the project(s) will be posted at least ten (10) working days before the selection process. Management will select employees based on qualifications as determined by interview and their written application and the ability of section to commit the employee for duration of the assignment. When all the above criteria are met, and where ability and qualifications to perform the required work are relatively equal, seniority shall govern.

ARTICLE 13 - BENEFITS

The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire on 12/31/2019 or with the expiration of the Joint Labor Agreement, whichever comes first. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the 2018-2019 Joint Labor Agreement.

Items covered by Appendix B may be grieved through this Collective Bargaining Agreement, except those items challenging the interpretation or application of the Joint Labor Agreement provisions which may be grieved only through the grievance procedure included in the Joint Labor Agreement.

ARTICLE 14 – DISCIPLINE

Section 14.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.930, .940, .950, .951, and .955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.

Section 14.2 The employee shall be entitled to have a Union representative present at any meeting that the Employer holds with the employee to discuss potential disciplinary action, during the investigative stage of corrective action, or when disciplinary action is issued.

Section 14.3 At the request of the employee or the Union, the Employer shall hold a pre-disciplinary hearing as soon as reasonably possible after the employee was notified in writing of the specific alleged violation that may result in a suspension, demotion, or termination. At this hearing, the employee will be given an opportunity to present their side of the issue.

Section 14.4 When requested by the Union or employee, the employer shall make a copy of all documents in its possession and relevant to the alleged violation available to the employee and the Union representative five (5) working days prior to the hearing if possible. Where this is not possible, the Employer and the Union will reach a mutual agreement on the continuance of the hearing or other remedy fair to both parties. Subsequent information requests by the Union will not result in a hearing being rescheduled.

Section 14.5 The Employer may place an employee on paid administrative leave pending a pre-disciplinary hearing, when deemed appropriate, pending a final decision as to the appropriate discipline after receiving the recommendation from the pre-disciplinary hearing.

Section 14.6 The employee and the employee's Union representative, shall have the right to inspect the contents of the personnel file maintained by the Employer as well as any files which were used as part of the disciplinary process.

Section 14.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The notification requirement shall be satisfied if the document is mailed to the employee's last known address. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

Section 14.8 A suspension, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of the Agreement or submitted to Civil Service Board, if it falls under Civil Service Board jurisdiction. Should the employee elect to use the Civil Service Board procedure to appeal a disciplinary action, the employee irrevocably waives the right to appeal through the grievance procedure. Similarly, should the employee elect to use the grievance process, the employee irrevocably waives the right to appeal through the Civil Service Board procedure.

Section 14.9 The Employer and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said letters shall state, in writing to the employee and the Union, the reason(s) for such action. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, which shall be signed by the employee. Letters of reprimand and written and oral warnings may be grieved only through Step 4 of the grievance process. However, at Step 4, these lower levels of discipline will be forwarded to the Human Resources Director, or their designee, in lieu of the City Manager/Utilities Director.

Section 14.10 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall make a good faith effort to inform the employee of this right and shall, upon request by the employee, provide Union representation; however the Employer's effort shall not be considered a required process step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

Section 14.11 All letters of reprimand, intent to suspend and/or discharge must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties. In addition, if an employee is on an authorized leave of absence or on FMLA leave, the timeframe will be extended thirty (30) calendar days after their return to work.

ARTICLE 15 – WAGE SCALES

Section 15.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Official Code of the City of Tacoma. Employees may request to have the Union present to advise on an overpayment of compensation. The Union will receive notification on all overcompensation instances.

Section 15.2 Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A hereto and incorporated herein by this reference.

ARTICLE 16 – OUTSOURCING

The City shall retain all rights, powers, and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the work force which specifically includes the right to determine whether and to what extent any work shall be performed by permanent employees. A minimum of ninety (90) days prior to outsourcing of bargaining unit work which results in a reduction of the work force, the City will notify the Union in writing that the City is considering subcontracting out for services presently being performed by union members. Upon request by the Union, the parties shall meet to allow the Union an opportunity to present any alternative means besides subcontracting for the city to consider. The City has the final decision to subcontract. That final decision will be made after considering alternatives, if any, presented by the Union during the notice period. If no alternatives are presented during the notice period the City's decision may be implemented without further notice. Upon written request by the Union, the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 17 – SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidations of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE 18 – AUTOMATION

In order for employees to better prepare themselves for the skill requirements of the future, and in fulfillment of its obligation to provide information to the Union, the City will provide a briefing to the Union as soon as practical the introduction of technological change which may affect employees. During these briefings, the City will inform the Union of anticipated schedules of introduction of new technology.

The City will make every effort to provide training opportunities to equip employees with the skills necessary to make the transition of applicable technological changes.

EXECUTED ON THIS _____ DAY OF _____, 2019.

City of Tacoma

Local 483, IBEW, Customer and
Field Services Unit

Elizabeth Pauli
City Manager

Alice Phillips
Business Manager

Jackie Flowers
Director of Public Utilities

Dylan Carlson
Sr. Labor Relations Manager

Andy Cherullo
Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX A

LOCAL 483, IBEW, CUSTOMER AND FIELD SERVICES UNIT

Effective January 1, 2019 the wage scale will be as follows:

2019 Salary Table							
Code	A	Job Title	1	2	3	4	5
0611		Customer Service Representative	24.55	25.78	27.07	28.42	29.84
0608		Customer Service Rep, Lead	34.23	35.94	37.74	39.63	
0612		Customer Service Rep, Technical	31.12	32.68	34.31		
0018		Mail & Stock Processor	20.30	21.31	22.38	23.50	24.67
0012		Mail & Stock Processor, Senior	24.86	26.10	27.41		
0601		Meter Reader	23.35	24.52	25.75	27.04	28.39
0602		Utilities Field Investigator	32.64				
0305		Warehouse Supervisor	35.71	37.50	39.37		
0607		Workforce Coordinator	34.23	35.94	37.74	39.63	

Effective January 1, 2019 wages for each classification shall be increased by three (3%) percent.

Effective January 1, 2019 the first two steps of the Warehouse Supervisor shall be eliminated. Employees currently receiving pay at step 1 and 2 shall receive pay at the new step 1 and 2 rates of pay. In addition this position will become overtime eligible (overtime category A) effective as set forth in the implementing legislation.

Effective January 1, 2019 a new top step for Customer Service Representative Leads shall be established. All Customer Service Representative Leads who are currently receiving pay at the current step 3 will receive pay at the new step 4 rates of pay.

Effective January 1, 2020 wages for each classification shall be increased by three (3%) percent..

Effective January 1, 2021 wages for each classification shall be increased by two and one half (2.5%) percent.

Longevity

The above classifications shall be eligible for longevity pay according to the following schedule:

- 1% of base pay for 5 through 9 years of service
- 2% of base pay for 10 through 14 years of service
- 3% of base pay for 15 through 19 years of service
- 4% of base pay for 20 or more years of service

Application of Rates / Non-Automatic Steps

1. A Meter Reader (CSC 0601), when assigned by their Supervisor to training functions for a minimum of four (4) hours shall receive a ten percent (10%) differential above their regular rate of pay.
2. A Field Investigator (CSC 0602), when assigned by their Supervisor to training functions for a minimum of four (4) hours shall receive a ten percent (10%) differential above their regular rate of pay.

APPENDIX B

LOCAL 483, IBEW, CUSTOMER AND FIELD SERVICES UNIT

This Appendix expires independently from the Collective Bargaining Agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2019:

3.4 Payroll Deduction.

- 3.4.1 Union Dues.** As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.
- 3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations.** The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

- 6.1. Domestic Partners.** The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.
- 6.2. Medical Insurance.** The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.
- 6.2.1 Eligibility.** Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the

first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

- 6.2.2 Default Options.** If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3 City Payment of Claims/Premiums.** Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.
- 6.2.4 Employee Contributions to Premiums.** Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.
- 6.2.5 Wellness Credit.** Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.
- 6.2.6 Contributions to HSA Accounts.** Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
- b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.

6.4 Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3. Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.

6.6 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

- 6.6.1** Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

- 6.6.2** Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time
- 6.6.3** Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.
- 6.6.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate
- 6.6.5** Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.
- 6.6.6** For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

- 6.7** Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:
- 6.7.1** Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.
- 6.7.2** An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.
- 6.7.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.
- 6.8** Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:
- 6.8.1** Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

- 6.8.2** Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on

the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

- 6.9** On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:
- 6.9.1** In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.
 - 6.9.2** For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.
 - 6.9.3** Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be $\$596/\$23.84=25$ hours.
 - 6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
 - 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
 - 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.
- 6.10** Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest \$1,000 of coverage.
- 6.11** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service 1% per month

From 10 through 14 years aggregate service 2% per month

From 15 through 19 years aggregate service 3% per month

20 years or more aggregate service 4% per month

6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.

6.12 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Fourth of July

Labor Day (first Monday in September)

Veterans' Day (November 11)

Thanksgiving Day (fourth Thursday in November)

The day immediately following Thanksgiving Day

Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

- 6.12.2** In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.
- 6.12.3** Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 6.12.4 Unpaid Holidays.** Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.
- 6.13** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.
- 6.14** The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.
- 6.15 Wellness**
- 6.15.1 Wellness Committee.** The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

- a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
- b. Review all Health Trust Fund/Flex Account balances monthly.
- c. Review experience reports monthly.

6.15.2 Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

- 6.16** The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.

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2019-2021

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LETTER OF UNDERSTANDING
ON
CASHIERS AND DATA CONTROL CLERKS

The International Brotherhood of Electrical Workers Local 483, and the Washington State Council of County and City employees Local 120, and the City of Tacoma find it in their mutual interest to agree to the following:

- 1) Union representation rights for classification 0502 Cashier and 0006 Office Assistant incumbents in the former classification of Data Control Clerk (2 employees) shall be switched such that Local 483 shall represent Cashiers and Local 120 shall represent Data Control Clerks.
- 2) The incumbent Cashiers will be reclassified as Customer Service Assistants at the E step pay rate. For the purposes of scheduling hours, vacation, and overtime incumbent cashiers will carry their seniority as a Cashier to their position as a Customer Service Assistant as long as they are performing the Cashier function.
- 3) The incumbent Office Assistants (Data Control Clerks) will be reclassified as Computer Support Assistants, a classification including the work performed by Data Control Clerks, Computer Operators, Data Entry Operators, and Senior Data Entry Operators. Employees so classified will be expected to perform a variety of duties of the new classification. The incumbent Office Assistants (Data Control Clerks) will retain the right to bump back into the Office Assistant classification in the event of a force reduction or layoff. Appropriate training will be provided for the respective work undertaken. The City recognizes that the incumbent employees have different skills and knowledge and their performance may reflect this even after an appropriate training period.
- 4) Incumbent Customer Service Assistants will not be assigned Cashier work unless they have formally agreed to agree to do so in writing. Incumbent Cashiers may be assigned Customer Service Assistant work, however it is not the intent of the City to rotate the incumbents off the cashier's work station assignment, unless they agree to do so. Appropriate training will be provided for the respective work undertaken.
- 5) All new hires into the Customer Service Assistant classification after the date of this agreement may be assigned to either Cashier or Customer Service work as management sees fit.
- 6) Other IBEW represented employees may be requested to perform Cashier work on a temporary basis subject to the pay policies on out of class work.
- 7) Data Control Clerk, Computer Operator, Data Entry Operator, and Senior Data Entry Operator to Computer Support Assistant, and Cashier to Customer Service Assistant will be considered reclassifications pursuant to 1.24.360 C.
- 8) The classification of Assistant Information Systems Supervisor – Computer Operations shall be modified to include of duties from the Information Systems Scheduler classification of monitoring the progress and completion of work processed on the mainframe, to schedule runs and special requests, and to communicate with user departments to resolve problems.

- 9) The Computer Support Assistant classification shall have a pay range equal to Office Assistant. Movement through the pay steps shall be the same as Office Assistant. There shall be an application of rate of 2% for employees holding a permanent appointment prior to January 1, 1995, as a Senior Data Entry Operator.

Incumbent employees shall be placed in the 10 step salary range as follows.

New Classification:

Computer Support Assistant

Proposed pay range

1	2	3	4	5	6	7	8	9	10
9.39	10.05	10.75	11.51	12.32	13.17	13.63	14.11	14.60	15.12

Application of rate 2% for incumbent permanently hired prior to 1-1-95 as a Senior Data Entry Operator.

Classifications to be deleted:

Code	Title	1	2	3	4	5
01200	Computer Operator	12.01	12.66	13.30	13.96	14.62
01100	Data Entry Operator	11.55	12.12	12.73	13.37	14.03
01110	Data Entry Operator Sr	12.70	13.34	13.99	14.70	15.43

Effect on current incumbents:

Name	Job Title	Current Pay	New Pay, Step
Larry Sharp	Office Assistant	14.60	14.60, 9
Laetitia Thompson	Office Assistant	13.63	13.63, 7
Linda Day, PPT	Data Entry Operator	12.12	12.32, 5
Viki Reynolds	Data Entry Operator	14.03	14.11, 8
Linda Stickney	Data Entry Operator Sr	15.43	15.43
Jacqueline Judie	Data Entry Operator	14.03	14.11, 8
Robert Fisher, temp	Computer Operator	12.66	13.17, 6

The job description for Computer Support Assistant is attached.

Original signed by

IBEW Local 483, 4/12/96

WSCCE, 4/12/96

City of Tacoma, 4/12/96

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF TACOMA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483
CUSTOMER AND FIELD SERVICES UNIT**

Subject: Outage Call Center (OCC)

Originally signed: 9/20/2012

Revised: 9/21/2015 and 8/28/2019

The City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Customer and Field Services Unit, hereby enter into this Memorandum of Understanding regarding the staffing guidelines that will be utilized when the Outage Call Center (OCC) is activated.

The Parties agree to the following:

1. The City will maintain a voluntary call-out list of Customer Service Representatives (CSR), Customer Service Representatives Technical, (CSRT), Meter Readers (MR), and Utilities Field Investigators, (UFI), assigned to the Tacoma Public Utilities Customer Service Division. This call-out list will be used during an outage event outside of normal business hours. Employees on the callout list will be sorted by classification in the following order, CSR, CSRTs (combined), then MRs, and UFIs (combined), by willingness, response time and seniority. Employees who volunteer must be fully capable of responding within thirty (30) minutes upon notification of an OCC start-up. The process for selection will begin with the most senior CSR, based upon willingness and response time followed next by the most senior CSRT, based upon willingness and response time; This pattern will be utilized as employees are selected from the call-out list until all CSR and CSRTs have been contacted. If additional employees are needed to staff the OCC, selection will begin with the most senior MRs based upon willingness and response time followed by the most senior UFI. This pattern will be utilized as employees are selected from the call-out list until all MR and UFIs have been contacted. Once the end of the list is reached, further selections, if additional employees are needed to staff the OCC, will begin by starting the selection process over beginning with the CSR and CSRTs then MRs and UFIs.
 - a. A telephone contact log will be maintained to document that each employee on the list has been called. Employees that change their phone numbers of home location are responsible for notifying the OCC Coordinator of said changes.
 - b. Once the OCC has been activated the list will be called in a rolling manner. If the OCC is closed, calling from the list will begin at the start of the list once the OCC is reopened.
2. The City will maintain a voluntary call-out list of Customer Service Representative, Leads (CSRL), assigned at the Tacoma Public Utilities Customer Service Division who will serve as OCC Coordinators during an outage event outside of normal business hours, Employees on the call out list will be listed by willingness and seniority. In the event there are not enough CSRL to staff the OCC, the City reserves the right to call-in any

CSRL, a trained CSRT that would be setup to a lead, prior to calling in a supervisor to serve as an OCC Coordinator.

3. If management determines the severity of the outage event warrants or there are not enough employees to staff the OCC, the management may call-in additional employees, as needed, to assist with OCC responsibilities.
4. Any employee who does not report to work for their regularly scheduled work day, due to an unscheduled absence or leave of absence, will not be considered eligible for OCC call out until the initial selection process has occurred and additional employees are needed to staff the OCC. At that time, the employee's name will be considered eligible to be called on the list in the position they would have been placed if they had not been absent.
5. An employee assigned to work an OCC event before or after their regular work day may work a maximum of eight (8) hours of overtime in any twenty-four (24) hour period, as determined by management. Exceptions to this limit may be agreed upon between the employee and management. Employees will be paid at their regular rate for OCC activities occurring during the employees' regularly scheduled work day.
6. All employees are expected to work their normally scheduled work day. However, where an employee has worked during an OCC event, outside of normal business hours, and feels they cannot continue to work their regular work day, management will consider the use of sick leave or personal time off (PTO) for the remainder of the scheduled work day. Management may also consider an adjustment to the employees scheduled work day in accordance with Article 12.7 of the Collective Bargaining Agreement.
7. If an OCC event occurs during normal business hours, volunteers for any resulting overtime will be sought, by classification, by seniority, from employees still currently at work, prior to selecting employees from the call out lists. Similarly, if an event occurs during scheduled overtime, volunteers to work the OCC outage will be sought, by classification, by seniority, from the employees currently at work, prior to selecting employees from the call out lists.
8. When the OCC is open during regular business hours, those Meter Reader and Utilities Field Investigator employees who have been trained on the OCC may be afforded the opportunity to work their regular schedule assisting with OCC duties when management determines that their regular work may not be performed.
9. The City reserves the right to outsource the OCC functions to an emergency response agency.

The Parties further agree:

Either party may reopen or cancel this MOU with thirty (30) days' notice to the other party.

Originally Signed By:

Alice Phillips, IBEW Local 483 9/13/2012

John Dryer, Labor Relations Manager 9/17/2012
Joy St. Germain, Human Resources Director 9/17/2012
Steve Hatcher, Customer Services Manager 9/19/2012
William Gaines, Utilities Director 9/20/2012

**Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit**

**Subject: Reclassification of Energy Services Specialist I
to Customer Service Representative, Technical**

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

It is agreed that the recent review of the work being performed by Sherry Berreth is no longer a fit with the Energy Services Specialist I classification and more closely aligns with the classification of Customer Service Representative, Technical. This has resulted in a reclassification of the position held by Sherry Berreth to the classification of Customer Service Representative, Technical.

It is agreed that the following terms and conditions shall apply to this reclassification with the effective date in concurrence with the date of September 16, 2011, which was the date approved through the Civil Service Board to allow the non-competitive appointment.

The incumbent's city service date shall remain as is, January 27, 2003, which is the date used to determine longevity pay and retirement.

For the purposes of vacation scheduling and job bidding, the job/classification seniority date will be based on the date of her permanent continuous service in the classification of Customer Service Assistant, which is May 31, 2004.

Original Signed by:

Alice Phillips, IBEW Local 483 Business Manager, 10/11/11
William Gaines, Director of Utilities/CEO
Steve Hatcher, Customer Services Manager, 10/14/11
Joy St. Germain, Human Resources Director, 10/14/11

**Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit**

**Subject: Permanent Status for Customer Service Representative, Technical
Denise Hottel and Christina Parise**

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

Denise Hottel and Christina Parise both took lateral transfers into project positions March 17, 2008 from Customer Service to Public Works. Recent review of the work performed in their positions at Customer Service, in 2008, supports that had these employees remained in their Customer Service positions they would have been given permanent status in the Customer Service Representative, Technical classification through the implementation of the classification and compensation study Local 483 Customer & Field Services addendum, effective January 1, 2010.

It is agreed that the following terms and conditions shall apply to these permanent appointments with the effective date in concurrence with the date approved through the Civil Service Board to allow the non-competitive appointments.

The incumbents' City service dates shall remain as they are which are used to determine longevity pay and retirement.

The job/classification seniority date for these employees in the Customer Service Representative, Technical classification will be based on the date on which the class/comp wages for the Local 483 Customer & Field Services contract were made effective, which is January 1, 2010.

Original Signed by:

Alice Phillips, IBEW Local 483, 1/5/2012
Joy St. Germain, Human Resources Director, 1/6/2012
William Gaines, Director of Utilities/CEO, 1/11/2012
Rey Arellano, Interim City Manager, 1/13/2012

**Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit**

**Subject: Seniority Dates for New Customer Service Representative Series
(From 2010 Classification and Compensation Study)**

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement.

During the implementation of the 2010 Agreement from the classification and compensation study, three (3) new classifications were created (CSR, CSR Technical, and CSR Lead) which replaced the previously existing series of two (2) classifications (CSA and Senior CSA).

Old Classification	Old Job Code	New Classification	New Job Code
		Customer Service Representative, Lead	06080
Customer Service Assistant, Senior	06120	Customer Service Representative, Technical	06120
Customer Service Assistant	06110	Customer Service Representative	06110

It is agreed that the following terms and conditions shall apply to these classifications for job seniority:

- The incumbents' job/classification seniority date for employees in positions classified as Customer Service Representative, Lead (06080) as of 1/1/2010 will reflect the date of permanent appointment to the Senior Customer Service Assistant classification (previously 06120).
- The incumbents' job/classification seniority date for employees in positions classified as Customer Service Representative, Technical (06120) as of 1/1/2010 will reflect the date of permanent appointment to the Customer Service Assistant classification (previously 06110).
- Any employee with a placement date AFTER 1/1/2010 will keep that date and will not have time in previous classification included in their job seniority.
- City service dates (aggregate service) shall remain as they are which are used to determine longevity pay and retirement.

Original Signed by:

Alice Phillips, IBEW Local 483 Business Manager, 4/12/2012
Joy St. Germain, Human Resources Director, 4/12/2012
William Gaines, Director of Utilities/CEO, 4/13/2012
TC Broadnax, City Manager, 4/19/2012

LETTER OF UNDERSTANDING
Between
The City of Tacoma
And
IBEW, Local 483, Customer & Field Services unit

Subject: Shared position between TPU Customer Service and Neighborhood and Community Services (Code Compliance)

TPU Customer Service and Code Compliance have agreed to share a customer service position, based upon seasonal need. The position will be utilized in the Code Compliance office for a period of six (6) months and will return to the TPU Customer Service office upon completion.

Based upon the above, the City of Tacoma Customer Service and Neighborhood and Community Services (Code Compliance) departments, and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Understanding.

The Parties agree to the following:

- The shift in the Code Compliance office will be Monday – Friday, 8:00am – 4:30pm.
- While the employee is assigned to the Code Compliance office, the ability to crossover to work at TPU Customer Service will not be allowed.
- Any TPU Customer Service employee who accepts the time limited appointment in the Code Compliance office will have an equivalent permanent position to return when they complete the assignment.

This Letter of Understanding may be cancelled at any time, by either party, with thirty (30) days' notice to the other party.

Original Signed by:

Alice Phillips, IBEW Local 483 Business Manager
Joy St. Germain, Human Resources Director
Steve Hatcher, Customer Services Manager
Tansy Hayward, Assistant City Manager/NCS Director
TC Broadnax, City Manager
William Gaines, Director of Utilities/CEO
Cheryl Comer, Deputy City Attorney

**Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit**

**Subject: Lead AOR for Meter Reader and Utilities Field Investigator
(TPU Customer Services)
October 7, 2014**

The City of Tacoma and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

The Parties agree to the following:

1. An application of rate of ten percent (10%) will be applied to any employee assigned to lead Meter Reader or lead Utilities Field Investigator functions. The designation of and the work which qualifies for the application of rate in this LOA is assigned and/or removed at management's discretion. Thirty (30) days' notice will be given to any employee when the lead AOR is removed.
2. Work schedules for those employees in positions assigned as lead will begin thirty (30) minutes prior to the start of assigned staff.
3. There will be no pyramiding of application of rates. For example, an employee designated as a lead who is then assigned to train will not receive an additional AOR.
4. Management reserves the right to perform the duties of oversight and coordination of areas/routes, as needed.
5. The City acknowledges that the duties and responsibilities of the Leads will continue to be clarified and outlined as the program is developed.
6. This Letter of Agreement may be opened or cancelled by either party with thirty (30) days' notice to the other party.

Original Signed by:

Alice Phillips, IBEW Local 483 Business Manager, 10/8/2014

Steve Hatcher, Customer Services Manager, 10/15/2014

Joy St. Germain, Human Resources Director, 10/13/2014

William Gaines, Director of Utilities/CEO

LETTER OF UNDERSTANDING
Between
IBEW, Local 483
And
City of Tacoma, Department of Environmental Services

Subject: Wastewater Operations, Telecommuting Agreement

The City of Tacoma, Wastewater Division of the Environmental Services Department, and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Understanding.

Environmental Services has agreed to provide an opportunity for the billing and technical services section, located at the Wastewater Operations building, to participate in a telecommuting agreement.

Telecommuting is a mutually agreed upon alternative work schedule between the employee, the Union and the supervisor and is subject to approval of the Department Head or their designee, with the authority to end the telecommuting arrangement at any time.

The Parties agree to the following:

- Telecommuting is voluntary and offered to the Billing & Technical Services section of the Wastewater Operations.
- Each employee may telecommute one (1) day a week, Monday through Thursday. The day of week is subject to approval by the employer.
- When telecommuting the employee will maintain their regularly scheduled hours of work.
- The City agrees to provide desktop computers, along with a monitor, keyboard, mouse and VPN key fobs to employees who are approved to telecommute. The City will not reimburse employees for any internet or phone expenses. Any equipment, provided by the City, will be returned by the employee when telecommuting is ended. All City equipment is to be used for work purposes only.
- The employer maintains the right to require an employee to report to work, on their regularly scheduled telecommuting day. Employees are expected to report to work within one (1) hour of being notified of the need to report to work, if notification is during working hours on the telecommute day.
- Employees are responsible for contacting Information Technology support staff and their Supervisor within half an hour of their start time when there is network connection or technology issues. If an issue cannot be resolved within an hour of their start time, management may require the employee to report to work for the day.
- If an employee is sick, they are expected to notify their supervisor within half an hour prior to their scheduled start time.

This Letter of Understanding may be cancelled at any time, by either party, with fourteen (14) days notice to the other party.

Original Signed by:

Alice Phillips, IBEW Local 483 Business Manager, 7/13/13

Joy St. Germain, Human Resources Director

John O'Loughlin for Michael Slevin, Environmental Service Director

TC Broadnax, City Manager

Cheryl Comer, Deputy City Attorney

Letter of Understanding
Between
City of Tacoma
And
IBEW Local 483, Customer & Field Services Unit

Subject: Contract for Tax Revenue Discovery and Utility Auditing Services – Trial Period

The City of Tacoma (City) and IBEW Local 483, Customer & Field Services Unit (Union), hereby enter into this Letter of Understanding (LOU), which shall be attached to the Collective Bargaining Agreement as an appendix, and shall expire upon the conclusion of the trial period.

This LOU, made effective as of the latest date of signing, shall apply to Local 483 CFS members employed in the Finance Department and Neighborhood and Community Services Department.

The parties agree to the following:

The City shall enter into a professional services contract with MuniServices, LLC, on a trial basis, as follows:

1. Discovery Services, Business License, Sales Taxes and B&O Taxes
Trial Period: Approximately twelve (12) months, plus one hundred twenty (120) day "pre-discovery phase";
2. Auditing Services of Utility Companies
Trial Period: Approximately eighteen (18) months, or until completion of in-progress audits of no more than five (5) utility companies.

The scope of work to be performed will be limited to that included in Exhibit "A" of the professional services contract.

The purpose of the above-referenced contracts is to provide services to audit private utility companies, verify local sales tax received and to validate the City's current discovery processes through the use of an independent third party.

The City acknowledges that some of the work performed by the Contractor may include exclusive bargaining unit work typically performed by classifications represented by the Union pursuant to RCW 41.56. By entering into this Agreement, IBEW Local 483 is not waiving any rights of representation over these classifications and the appurtenant duties.

The Parties further acknowledge that by entering into this Agreement, they have fulfilled any and all impact bargaining requirements in accordance with RCW 41.56.

During the trial period(s) of the above-mentioned professional service contract, no employee in the classification of Customer Service Representative, Customer Service Representative Technical or Customer Service Lead shall be subject to layoff as a result of this LOU. Additionally, no positions in these classifications, within the Finance Department or the Neighborhood and Community Services Department, which become vacant, shall be held vacant intentionally by the City during the trial period.

The Parties hereby agree that during the life of the contract, the City will make a good faith effort to fill the budgeted positions, within the Finance Department or the Neighborhood and Community Services Department, as defined in the previous paragraph and as listed in the final 2015-16 budget document.

This Letter of Understanding is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union.

Original signed by:

Alice Phillips, IBEW Local 483 Business Manager	12/17/2014
Joy St. Germain, Human Resources Director	01/23/2015
Nadia Chandler Hardy, Asst. to the City Manger	01/30/2015
Susan Ramirez for Andy Cherullo, Finance Director	02/10/2015
T.C. Broadnax, City Manager	02/12/2015
Cheryl Comer, Deputy City Attorney	02/03/2015



RESOLUTION NO. U-11113

1 A RESOLUTION related to the creation of a Department of Safety, Health, and
2 Environmental and the position of Director of that department, and
3 adding Section 1.06.190, amending Sections 1.06.07 and 1.06.430, and
4 deleting Section 1.06.635 of the Tacoma Municipal Code.

5 WHEREAS the City of Tacoma, Department of Public Utilities proposes
6 to create a Department of Safety, Health and Environmental in Tacoma's
7 organizational structure and to create the position of Director of Department of
8 Safety, Health, and Environmental, ("Director"), and

9 WHEREAS for the past eight months, employees and leaders from
10 across the City have evaluated the strengths and weaknesses of the citywide
11 Safety program with the goal to set recommendations to improve the program
12 and outcomes for the employees and citizens of the City of Tacoma, and

13 WHEREAS the recommendations to create a Safety, Health and
14 Environmental Department and a Director to administer the Department would
15 be steps to improve the organizational framework and leadership and to create
16 a comprehensive safety program that creates and supports a safe work culture
17 across the City in accordance to federal, state, and local requirements, and

18 WHEREAS the Director will develop and maintain a citywide safety
19 program that includes items such as: 1) strategic planning and visioning;
20 2) development and oversight of program and policy documentation;
21 3) development and monitoring of key performance indicators; and 4) safety
22 governance, and

23 WHEREAS the Director will also coordinate with the division level safety
24 professionals to ensure that the safety programs in each department meet
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1 applicable regulatory requirements and are consistent with the citywide safety
2 program and shall perform other duties as may be assigned by the Charter,
3 ordinances, or by the City Manager and/or Director of Public Utilities, and

4 WHEREAS the Director would jointly report to the City Manager and
5 Director of Utilities who will be responsible for determining the components of
6 the citywide safety program, and

7 WHEREAS the appointment of the Director will be done jointly by the
8 City Manager and Director of Public Utilities, with confirmation by the City
9 Council, and

10 WHEREAS personnel decisions concerning the Director will be made by
11 the City Manager, and

12 WHEREAS the proposed addition of 1.06.190, amendment of 1.07.07
13 and .06.430, and deletion of 1.06.635 to the Tacoma Municipal Code are
14 attached hereto as Exhibit A; Now, therefore,

15 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

16 That the proposed request to create a Department of Safety, Health and
17 Environmental and a position for a Director of Safety, Health and Environmental
18 is approved, and the Council of the City of Tacoma is requested to adopt an
19 ordinance amending Title 1.06 of the Tacoma Municipal Code by adding a new
20 Section 1.06.190, amending Section 1.06.070 and Section 1.06.430, and
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deleting Section 1.06.635 in substantially the same form as set forth as Exhibit
"A" and in final form to be approved by City Attorney.

Approved as to form:

[Signature]
Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

Exhibit A

1.06.070 Administrative service – Departments and offices.

The administrative service of the City shall be organized into departments and offices, which are hereby continued, created, or established as follows:

Department or Office	Administrative Officer
Finance Department	Director of Finance
Community and Economic Development Department	Director of Community and Economic Development
Planning and Development Services Department	Director of Planning and Development Services
Neighborhood and Community Services Department	Director of Neighborhood and Community Services
Human Resources Department	Director of Human Resources/Personnel Officer
Information Technology	Director of Information Technology
Public Works Department	Director of Public Works
Environmental Services Department	Director of Environmental Services Department
City Attorney's Office	City Attorney
Office of Hearing Examiner	Hearing Examiner
Police Department	Police Chief
Fire Department	Fire Chief
Office of Government Relations	Government Relations Officer
Safety, Health and Environmental	Director of Safety, Health and Environmental

(Ord. 28108 Ex. A; passed Dec. 4, 2012; Ord. 28093 Ex. A; passed Oct. 16, 2012; Ord. 27483 § 1; passed Apr. 25, 2006; Ord. 27466 § 1; passed Jan. 17, 2006; Ord. 26651 § 1; passed Jul. 11, 2000; Ord. 26386 § 1; passed Mar. 23, 1999; Ord. 26079 § 3; passed Jun. 10, 1997; Ord. 24720 § 1; passed Sept. 25, 1990; Ord. 20230 § 1; passed Oct. 15, 1974; Ord. 19763 § 1; passed Feb. 27, 1973; Ord. 19407 § 1; passed Jul. 27, 1971; Ord. 18700 § 1; passed Dec. 26, 1968; Ord. 17099 § 1; passed Jul. 3, 1962; Ord. 16724; passed Jan. 24, 1961; Ord. 14887 § 15; passed Sept. 28, 1953)

1.06.190 Safety, Health and Environmental Department

The administration of the citywide Safety program shall be the responsibility of the Director of Safety, Health and Environmental under the joint direction of the City Manager and Director of Public Utilities. The Director of Safety, Health and Environmental shall be responsible for the strategic oversight of a comprehensive safety program that creates and supports a safe work culture across the City, including the Department of Public Utilities, and is in accordance with federal, state and local requirements. Appointment of the Director of Safety, Health and will be done jointly by the City Manager and the Director of Public Utilities and confirmed by the City Council. Personnel related decisions concerning the Director of Safety, Health and Environmental will be made by the City Manager.

The Director of Safety, Health and Environmental shall: (1) develop and maintain a citywide safety program that includes items such as: (1) strategic planning and visioning for the citywide safety program, (2) development and oversight of program and policy documentation, (3) development and monitoring of key performance indicators, and (4) safety governance. The Director of Safety, Health and Environmental shall coordinate with the division level safety professionals to ensure that the safety programs in each department meet applicable regulatory requirements and are consistent with the citywide safety program, and shall perform such other duties as may be prescribed by Charter, ordinances, or by the City Manager and/or Director of Public Utilities. The components of the citywide safety program will be determined by the City Manager and the Director of Public Utilities.

1.06.430 Administration of personnel program.

The administration of the personnel program and the personnel provisions of the Charter and personnel rules shall be the responsibility of the Human Resources Director under the direction of the City Manager, except for those

functions specifically reserved by Charter to the Civil Service Board. The Human Resources Director may cause to be designated, as necessary or desirable, an employee or employees from the Human Resources Department, who shall have the duty and responsibility of being currently informed on personnel matters and the content of personnel rules relative to the Department of Public Utilities. Such employee or employees, in consultation with the Director of Utilities, may: (1) formulate, administer, and supervise an apprentice training program; (2) ~~establish safety rules for employees and carry out a safety program; and (3)~~ investigate and make recommendations on grievances of employees.

(Ord. 25302 § 1; passed May 18, 1993; Ord. 24720 § 9;

~~1.06.635 Industrial Relations Consultant.~~

~~There be and is hereby created and established in the Department of Public Utilities, Light Division, the position of Industrial Relations Representative (Industrial Consultant). By reason of the fact that the holder of said position will be required to have special qualifications and to perform duties of a technical and expert nature, it is hereby directed that said position will be filled by appointment by the Director of Utilities, subject to the confirmation of the City Council, as provided by the City Charter.~~

~~(Ord. 11994 § 1, passed May 21, 1941)~~

Exhibit A

1.06.070 Administrative service – Departments and offices.

The administrative service of the City shall be organized into departments and offices, which are hereby continued, created, or established as follows:

Department or Office	Administrative Officer
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Planning and Development Services Department	Director of Planning and Development Services
Neighborhood and Community Services Department	Director of Neighborhood and Community Services
Human Resources Department	Director of Human Resources/Personnel Officer
Information Technology	Director of Information Technology
Public Works Department	Director of Public Works
Environmental Services Department	Director of Environmental Services Department
City Attorney's Office	City Attorney
Office of Hearing Examiner	Hearing Examiner
Police Department	Police Chief
Fire Department	Fire Chief
Office of Government Relations	Government Relations Officer
Safety, Health and Environmental	Director of Safety, Health and Environmental

(Ord. 28108 Ex. A; passed Dec. 4, 2012: Ord. 28093 Ex. A; passed Oct. 16, 2012: Ord. 27483 § 1; passed Apr. 25, 2006: Ord. 27466 § 1; passed Jan. 17, 2006: Ord. 26651 § 1; passed Jul. 11, 2000: Ord. 26386 § 1; passed Mar 23, 1999: Ord. 26079 § 3; passed Jun. 10, 1997: Ord. 24720 § 1; passed Sept. 25, 1990: Ord. 20230 § 1; passed Oct. 15, 1974: Ord. 19763 § 1; passed Feb. 27, 1973: Ord. 19407 § 1; passed Jul. 27, 1971: Ord. 18700 § 1; passed Dec. 26, 1968: Ord. 17099 § 1; passed Jul. 3, 1962: Ord. 16724; passed Jan. 24, 1961: Ord. 14887 § 15; passed Sept. 28, 1953)

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(Ord. 25302 § 1; passed May 18, 1993; Ord. 24720 § 9;



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities

COPY: Charleen Jacobs, Director and Board Offices

FROM: John Lawrence

MEETING DATE: October 23, 2019

DATE: October 1, 2019

SUMMARY: Recommendations to (1) add a Department of Safety, Health and Environmental to the City of Tacoma's organizational framework, and (2) create a Director of Safety, Health and Environmental position that will report jointly to the City Manager and the Director of Utilities.

BACKGROUND: For the past eight months, employees and leaders from across the City of Tacoma have taken part in efforts to evaluate the strengths and weaknesses of the citywide Safety program and organizational structure with the goal to make and act on a set of recommendations designed to strengthen the program and improve outcomes for the employees and citizens of the City of Tacoma.

Observations from our eight-month study indicate that the City of Tacoma under performs and has higher injury rates than peers in local government and in the private sector. We believe this is due to lack of organizational framework and leadership dedicated to developing and implementing a focused workplace safety, health and environmental strategy. We believe this strategy is necessary to elevate the City's definition and recognition of safe work and develop strong measures to hold ourselves accountable.

We are taking steps necessary to create the organizational framework and leadership designed to support the size and complexity of the City of Tacoma. We are asking for the support of the Public Utility Board as we recommend to the City Council the creation of a Safety, Health and Environmental Department and a Director of Safety, Health and Environmental position to administer this department.

The administration of the citywide Safety program shall be the responsibility of the Director of Safety, Health and Environmental under the joint direction of the City Manager and Director of Public Utilities. The Director of Safety, Health and Environmental shall be responsible for the strategic oversight of a comprehensive safety program that creates and supports a safe work culture across the City, including the Department of Public Utilities, and is in accordance with federal, state and local requirements. Appointment of the Director of Safety, Health and Environmental will be done jointly by the City Manager and the Director of Public Utilities and confirmed by the City Council. Personnel related decisions concerning the Director of Safety, Health and Environmental will be made by the City Manager after consultation with the Director of Public Utilities.



Board Action Memorandum

The Director of Safety, Health and Environmental shall: (1) develop and maintain a citywide safety program that includes items such as : (1) strategic planning and visioning for the citywide safety program, (2) development and oversight of program and policy documentation, (3) development and monitoring of key performance indicators, and (4) safety governance. The Director of Safety, Health and Environmental shall coordinate with the division level safety professionals to ensure that the safety programs in each department meet applicable regulatory requirements and are consistent with the citywide safety program, and shall perform such other duties as may be prescribed by Charter, ordinances, or by the City Manager and/or Director of Public Utilities. The components of the citywide safety program will be determined by the City Manager and the Director of Public Utilities.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? TPU funds are budgeted and General Government funds are in consideration as part of the mid-biennium budget adjustment process.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No.

ATTACHMENTS: City Council Safety Presentation – Final, Class Specification for Director of Safety, Health and Environmental.



TO: Mayor and City Council
FROM: Elizabeth Pauli, City Manager and Jackie Flowers, Director of Utilities
COPY: Elizabeth Pauli, City Manager and Doris Sorum, City Clerk
SUBJECT: U11113 – Designation of Department and Director of Safety, Health and Environmental
– November 12, 2019
DATE: October 18, 2019

SUMMARY:

Seeking City Council approval to create a new Department of Safety, Health and Environmental and to delete and amend various sections of the Tacoma Municipal Code to reflect the changes or that are no longer relevant. We believe this is necessary to create the organizational framework needed to elevate the City's definition and recognition of safe work and develop strong measures to hold ourselves accountable.

STRATEGIC POLICY PRIORITY:

This recommendation is in support of the City's strategic priority to strengthen and support a safe city with healthy residents and encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

BACKGROUND:

For the past eight months, employees and leaders from across the City, including TPU, have taken part in efforts to evaluate the strengths and weaknesses of the citywide Safety program and organizational structure with the goal to make and act on a set of recommendations designed to strengthen the program and improve outcomes for the employees and citizens of the City of Tacoma. The recommendation is to create a new city department of Safety, Health and Environmental.

ISSUE:

Observations from our eight-month study indicate that the City of Tacoma under performs and has higher injury rates than peers in local government and in the private sector. We believe this is due to lack of organizational framework and leadership dedicated to developing and implementing a focused workplace safety, health and environmental strategy. We believe this strategy is necessary to elevate the City's definition and recognition of safe work and develop strong measures to hold ourselves accountable.

ALTERNATIVES:

City Council could choose to deny the request to modify the code to add this new department, amend, and delete various sections of the Tacoma Municipal Code to reflect the changes or that are no longer relevant.

RECOMMENDATION:

We are taking steps necessary to create the organizational framework designed to support the size and complexity of the City of Tacoma. We have obtained support from the Public Utility Board and are asking City Council to approve the addition of a Department of Safety, Health and Environmental to the City of Tacoma's organizational framework. We believe this is necessary to create the organizational framework needed to elevate the City's definition and recognition of safe work and develop strong measures to hold ourselves accountable.

The purpose of the Department of Safety, Health and Environmental is to centralize the development and maintenance of a citywide safety program that includes items such as strategic planning and visioning for



the citywide safety program, development and oversight of safety program and policy documentation, development and monitoring of key performance indicators and safety governance, and coordination with division level safety professionals to ensure that the safety programs in each department meet applicable regulatory requirements and are consistent with the citywide safety program.

This recommendation is consistent with the recommendations provided on August 20, 2019, to a joint session of City Council and the Public Utility Board. A copy of that presentation is attached for review.

FISCAL IMPACT:

There is no fiscal impact related to the legislative creation of the department to the City of Tacoma's organizational framework; however, the costs associated staffing and maintaining the department will be addressed through the mid-biennium budget adjustment for 2019-2020.



Citywide Safety Initiative

City of Tacoma

City Council Meeting/Committee Name

8/20/2019

ITEM 4

OVERVIEW

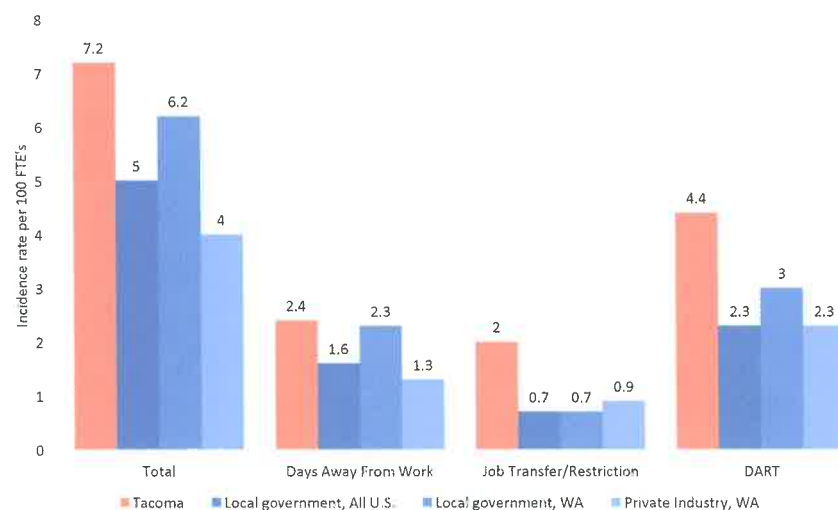
- Background & Business Drivers
- Current Program State & Gap Analysis
- Organizational Considerations
- Recommendations

BACKGROUND

- 2016/17 established lagging Indicators
- Benchmarking
- Industries rapidly changing
- Workforce is evolving
- Established Citywide Safety Initiative
- Established 8 Safety Objectives

3

Injury Rate Comparison



4

Cost of Injuries

- Amount spent on workers comp. claims from 2014-2018:

- \$26.5M
- Average Annual Spend \$4.8M
- Average Injury Claim \$9K
- Average Time Loss Claim \$23K



5

Safety Commitment & Goal

- At the City of Tacoma, we are committed to the safety of our employees, customers and community. Building a solid framework and providing strong leadership is fundamental to this commitment.
- To elevate the City's definition and recognition of safe work and develop strong measures to better hold ourselves accountable.

6



Citywide Safety Initiative

- Alignment towards Citywide Safety Resiliency
- TPU Director & City Manager Safety Commitment
- Collaboration & Engagement at all levels across General Government & Tacoma Public Utilities (City of Tacoma)
- Eight Safety Objectives Prioritized by City of Tacoma Executive Leadership

7



Update On Key Objectives

1. Research, design and recommend a framework for safety including reporting and governance structure, roles, goals and expectations
2. Create and implement a recruiting and hiring strategy for a senior level Safety professional who will lead the City-wide Safety effort
3. Identify strengths and recommend improvements and/or additions to the existing Safety program

8

Program Compliance

<p>WAC 296-24 (Welding & Fire Systems) WAC 296-27 Recordkeeping & Reporting WAC 296-62 (Asbestos, Carcinogens, Hex Chrome, MC) WAC 296-65 Asbestos Certification WAC 296-155 Construction (fall protection, cranes, & flagging) WAC 296-360 Discrimination related to WISHA act WAC 296-800 Core Rules WAC 296-802 Employee medical and exposure records WAC 296-803 Lockout/Tagout WAC 296-806 Machine Safety</p>						
<p>WAC 296-807 Portable Power Tools WAC 296-809 Confined Spaces WAC 296-817 Hearing Loss Prevention WAC 296-818 Abrasive Blasting WAC 296-823 BB Pathogens WAC 296-824 Emergency Response To Haz Waste WAC 296-835 Digging & Coating Ops WAC 296-849 Benzene WAC 296-850 Beryllium WAC 296-856 Formaldehyde WAC 296-840 Silica WAC 296-841 Airborne PELs WAC 296-842 Respirators</p>						
<p>WAC 296-843 Haz Waste Operations WAC 296-848 Arsenic (Asarco) WAC 296-863 Forklifts WAC 296-865 Motor Vehicles WAC 296-868 Elevated Work Platforms WAC 296-874 Scaffolds WAC 296-876 Ladders (Portable & Fixed) WAC 296-900 Admin Rules (inspections, variances, etc.) WAC 296-901 GHS Hazcom WAC 308-100 Commercial Driver's License WAC 468-95 MUTCD</p>						
Tacoma Water	Tacoma Power	Tacoma Rail	Environmental Services	Fire	Police	Public Works
WAC 296-818 Abrasive blasting WAC 296-824 Emergency response to haz waste release WAC 296-828 Chemical hygiene plan	WAC 296-32 Telerom WAC 296-52 Explosives WAC 296-54 Logging WAC 296-57 Diving Operations WAC 296-45 Electrical power WAC 296-307 Ag (Pesticides) WAC 296-67 PSM for formaldehyde	WAC 296-860 RR Clearances CFR 49 Parts 100,200,1000	WAC 173-150 Solid waste standards WAC 296-823 BBP WAC 296-824 Emergency response to haz waste release WAC 296-828 Chemical hygiene plan	WAC 296-805 Fire lighters WAC 296-823 BBP	RCW 9A.16.040 Deadly Force RCW 296-841 Hazardous Waste WAC 296-823 BBP	WAC 296-45 Electrical power WAC 296-818 Abrasive blasting WAC 296-864 Rim Wheels

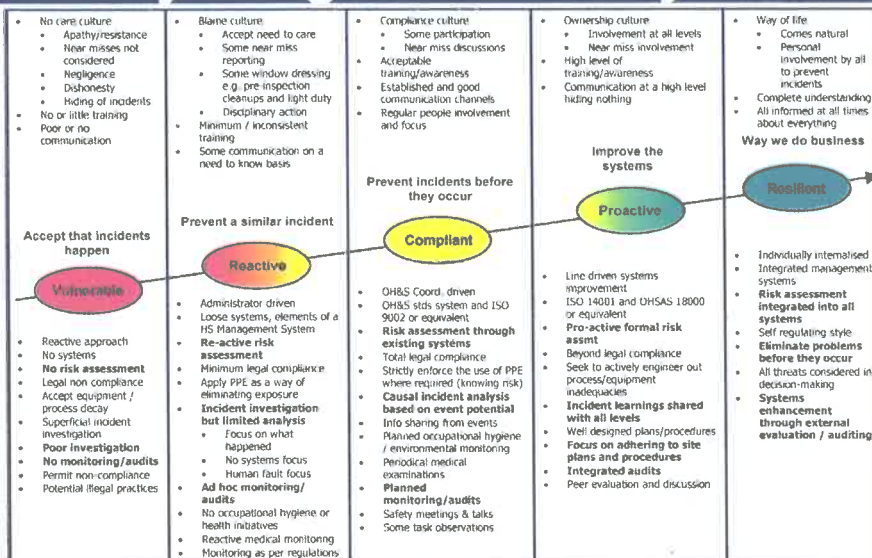
9

Understanding the Current State

- Conducted five SWOT assessments, collecting feedback from employees across the City of Tacoma
- Compared SWOT feedback categories to OSHA Safety and Health Program Management Guidelines – our findings were unfortunately not surprising.

10

Safety Program Maturity



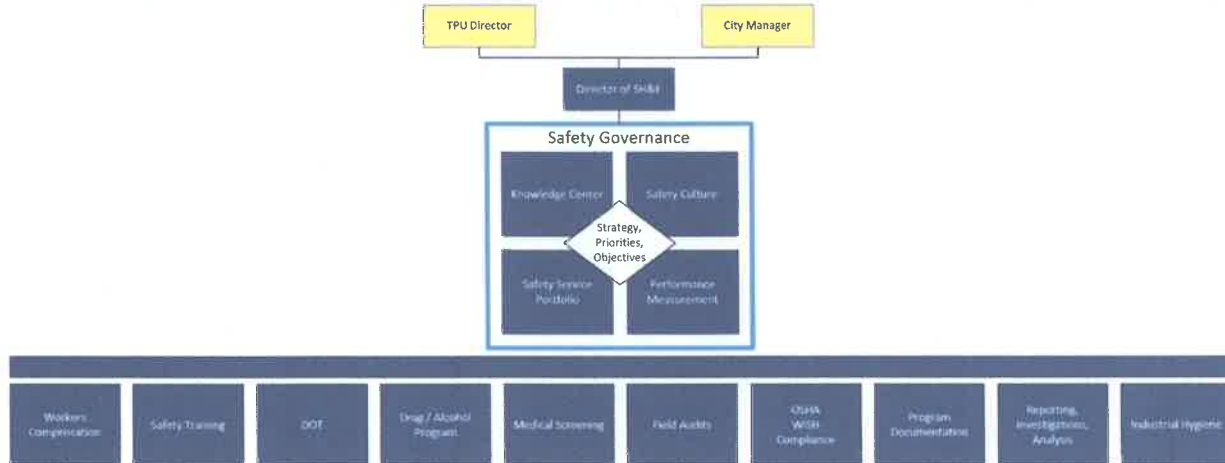
11

Summary of Findings

COMBINED SUMMARY					
	Vulnerable	Reactive	Compliant	Proactive	Resilient
#1: Management Commitment and Employee Involvement	✓✓✓✓	✓✓✓✓	✓✓		
#2: Worksite Analysis Program	✓✓	✓✓✓✓			
#3: Hazard Prevention & Control Program		✓✓✓✓	✓✓✓✓	✓	
#4: Safety and Health Training		✓✓			
	21%	57%	18%	4%	0%

12

Future Program Structure



13

Safety Director

Position Summary

- The administrative head of the City-wide Safety, Health and Environmental Department with responsibility for directing strategic planning, program development, operational, financial, and personnel activities of the SH&E Department.
- In collaboration with the City Manager and the Director of Utilities, plans, organizes and oversees a comprehensive safety program enabling the capabilities and maturity of a safe work culture across the City of Tacoma.

14

NEXT STEPS

- One Safety Program
- Actively recruit for Safety Director
- Additional Education & Outreach
- Identify resource requirements for mid-biennium budget adjustments
- Code revisions related to safety structure being developed

15



Citywide Safety Initiative

City of Tacoma

City Council Meeting
8/20/2019
ITEM 4



CITY OF TACOMA
Revision Date:

Director, Safety, Health and Environmental Department

Class Code: TBD

SALARY RANGE

CLASS SUMMARY DEFINITION:

The administrative head of the City-wide Safety, Health and Environmental Department collaborates with the City Manager and the Director of Utilities to direct strategic planning, program development, operational, financial, and personnel activities of the SH&E Department. Additionally, the Director plans, organizes and oversees a comprehensive safety program ensuring a safe work culture across the City of Tacoma.

The scope of responsibilities includes but is not limited to: providing leadership and development for City of Tacoma's safety policies & procedures, leading and lagging indicators, safety documentation, industrial hygiene, Workers' Compensation, Commercial Driver License Program, drug testing, safety culture, governance, and portfolio of other training and safety related programs. The director works closely with safety professionals and division managers to ensure effective and efficient delivery of safety services. Provides direction for all departmental operational, fiscal, and personnel actions, including budget preparation, strategic planning, and establishment of contractual agreements and assessing and communicating risk factors. Serves as liaison to City and other regulatory agencies to ensure strong interactive partnerships exist.

This is a single-incumbent classification which serves as the head of the Safety, Health and Environmental Department. Applies sophisticated management principles and skills, with planning and management experience focused strategically.

ESSENTIAL DUTIES:

Plan, organize and direct the operations and activities of the Safety, Health and Environmental Department to assure departmental program objectives are met

Plan, develop, review, establish and/or recommend comprehensive related programs for General Government and Tacoma Public Utilities

Prepare and execute short and long-range plans for the development and administration of related programs and policies for the Safety, Health and Environmental Department

Serve as a member of the executive leadership team and addresses related City-wide policy, management and strategic issues

Serves as advisor to the City Council, City Manager, Director of Utilities, Public Utility Board and appointed boards, commissions, administrative committees and citizen committees on safety, health and environmental matters

Utilize continuous improvement principles to build the capacity of the department to implement safety, health and environmental programs and services

Communicate with various General Government and Tacoma Public Utilities personnel, departments, divisions, outside organizations, governmental agencies, and others to coordinate Safety, Health and Environmental program operations and activities and to provide and receive technical information and assistance as required

Provide support and technical advice to Safety, Health and Environmental staff to assure efficient and timely completion of objectives

Develop, implement and interpret departmental policies and procedures

Analyze a variety of administrative problems, make sound policy and procedural recommendations as to their solutions and adopt effective courses of action

Attend and participate in a variety of conferences, meetings, hearings and committees; participate in technical reviews and interviews as required

Prepare and direct studies, reports and recommendations relative to the Safety, Health and Environmental program as required; prepare various written materials and correspondence as required

Prepare and present budget estimates; control departmental budget expenditures; coordinate budgetary and fiscal activities as required

Supervise, direct, evaluate and assure appropriate training of assigned personnel; participate in various personnel activities including the recruiting and selection process

Respond to citizen inquiries, complaints and requests for assistance

Present items to City Council and Public Utility Board as needed

Review a variety of related technical and professional publications; prepare comprehensive reports and maintain effective public relations

Establish liaison with local, state, regional and federal agencies; establish liaison with public and private business organizations

Perform related duties as assigned

KNOWLEDGE & SKILLS:

- Fundamentals and accepted best practices in Safety, Health and Environmental administration
- Principles and proper practices of administering and directing the activities of professional, technical, skilled, unskilled and clerical personnel in a large organization and a high degree of ability to put such principles into actual practice
- Municipal government administration and the proper role of Safety, Health and Environmental in that administration
- Principles and practices of strategic planning
- Principles and practices of budget management and oversight
- Principles and practices of grant writing and contract management
- Principles and practices of administration, supervision and training
- Applicable laws, codes, regulations, policies and procedures
- Municipal government administration, operations, policies and objectives
- Public policy making and public process
- Total quality tools and principles
- City organization, operations, policies and objectives
- Modern office practices, procedures and equipment

SKILLS AND COMPETENCIES

To successfully perform the duties and responsibilities of the essential functions the incumbent should be able to perform the following competencies on a daily basis:

ANALYTICAL

Synthesizes complex or diverse information. Awareness of basic laws, ordinances and regulations underlying the municipal corporation.

DELEGATION

Delegates work assignments, gives authority to work independently, sets expectations and monitors delegated activities.

JUDGMENT

Displays willingness to make decisions, exhibits sound and accurate judgment and makes timely decisions. Takes responsibility for actions.

MANAGEMENT SKILLS

Includes staff in planning, decision-making, facilitating and process improvement; accessible to staff; provides regular performance feedback; and develops subordinates' skills and encourages growth. Public administration principles, with particular emphasis on municipal administration, is essential and required.

ORAL COMMUNICATION

Speaks clearly and persuasively in positive or negative situations, demonstrates group presentation skills and conducts meetings.

PERFORMANCE LEADERSHIP

Inspires and motivates others to perform well, accepts feedback from others. Models highest level of integrity, accountability, professionalism, adaptability and commitment to public service.

PLANNING/ORGANIZING

Prioritizes and plans work activities, uses time efficiently and develops realistic action plans. Contributes to strategic and business planning processes, communicating a sense of vision.

POLITICAL SAVVY

Use knowledge and understanding of the organizational and political climate to make decisions and take actions that satisfy diverse interests and contribute effectively to organizational goals.

PROBLEM SOLVING

Identifies and resolves problems in a timely manner and gathers and analyzes information skillfully.

QUALITY MANAGEMENT

Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Displays dedication to continuous improvement including streamlining, eliminating duplication, eradicating inefficiencies and enhancing customer services.

SAFETY AND SECURITY

Actively promotes and personally observes safety and security procedures and uses equipment and materials properly.

STRATEGIC PLANNING

Logically integrate various ideas, intentions and information to form effective goals, objectives, timelines, action plans and solutions.

QUALIFICATIONS:

Bachelor's degree in environmental health, industrial hygiene, public health administration, or a closely related field, and 10 years of increasingly responsible experience in a field of occupational, industrial, public or environmental health and safety, including 5 years in safety program management or senior leadership.

Equivalent education/experience may be substitute for these qualifications except when there are legal requirements, such as a license/certification/registration. Professional certifications in the safety field are also desired.

LICENSING, CERTIFICATIONS AND OTHER LEGAL REQUIREMENTS:

Valid Washington State Driver's License at time of appointment, with maintenance thereafter or evidence of equivalent mobility

PHYSICAL REQUIREMENTS & WORKING CONDITIONS:

Primarily office environment, with frequent site visits throughout the City of Tacoma and the Tacoma Public Utilities service area. Subject to remaining on feet for considerable periods of time. Subject to operating a personal computer and electronic office equipment. Requires considerable reading and close vision work. May require bending, reaching, lifting and squatting.

CLASS SPEC DATA:

Adopted:

Revised:

Title Change:

Union: NR

Civil Service: No

OT: D

Med: 3

Job: 1

EEO: 1

SOC: 11-1021

DRAFT



RESOLUTION NO. U-11114

1
2 A RESOLUTION related to an increase to the agreement with Jonz Catering
3 and Food Concepts, Inc., for food services at the TPU Administration
4 Complex.

5 WHEREAS the City of Tacoma, Department of Public Utilities, Light
6 Division (d.b.a. "Tacoma Power") originally awarded a contract to Jonz Catering
7 and Food Concepts, Inc. ("Jonz") for cafeteria food services at the TPU
8 Administration Complex through Public Utility Board No. U-10683, in the
9 amount of \$500,000, and

10 WHEREAS the current contract is in effect until 2024, with a five-year
11 renewal option thereafter that would allow additional expenditures of up to
12 \$250,000 for a potential cumulative contract total of \$750,000, and

13 WHEREAS the services and costs associated therewith include catering
14 for special events, emergency meal services during storm or natural disaster
15 recovery periods, and catering services for meeting purposes, and

16 WHEREAS the original cumulative contract amount of \$750,000 is
17 insufficient to meet the cafeteria's current needs, therefore, an additional
18 amount of \$1,000,000 is being requested; Now, therefore,

19
20 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

21 That the Public Utility Board of the City of Tacoma approves an increase
22 to the contract with Jonz Catering & Food Concepts, Inc., in the amount of
23 \$1,000,000, for cafeteria food services at the TPU Administration Complex.
24 The additional approved funds may be used during the original term of the
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contract or during the one time five year renewal period if the renewal option is exercised by TPU.

Approved as to form and legality:

Chair

[Signature]
Chief Deputy City Attorney

Secretary

Clerk

Adopted _____



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Judd Johnson, Power Supervisor
MEETING DATE: 10/23/2019
DATE: 10/3/2019

SUMMARY: Tacoma Power seeks approval from TPU Board to extend funding under a current cafeteria food services agreement with Jonz Catering & Food Concepts, Inc., for an additional amount of \$1,000,000, plus applicable sales tax. The contract amount is estimated based on current use of Cafeteria services identified within the scope of the contract for the remainder of the previously approved contract period. These services include catering for Public Utility Board dinners and other special events, emergency meal services during storm or natural disaster recovery periods, and catering services for meeting purposes. The previous requested amount of \$500,000 was underestimated to meet current needs. The contract amount is not a guarantee of Utility funds spent for food services and could potentially be minimal if the Utility seeks services from another source or determines funding is not available.

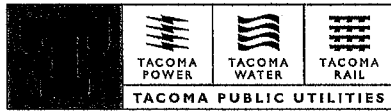
BACKGROUND: In February 2014, a Request for Proposal (RFP) was published, inviting prospective vendors to participate and submit a proposal for food services for the TPU Administration Complex cafeteria.

A twelve-member Selection Advisory Committee (SAC) was identified to review and recommend the proposal that most closely meets the requirements of Tacoma Public Utilities as set forth in the RFP.

Three proposals were received and evaluated based on the RFP's established criteria, which included the proposed menu, pricing, healthy options and nutritional value, quality and taste, stability of firm, cafeteria operations experience, staffing capabilities, and business strategy. Based on evaluation rankings by the committee, Jonz Catering and Food Concepts, Inc., was chosen as the most qualified food services provider.

The SAC recommended that TPU award a ten-year contract, with a mutual five-year option, to Jonz Catering and Food Concepts, Inc., to operate the TPU Administration Complex Cafeteria.

This contract was approved by TPU Board Resolution No. U-10683.



Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

N/A

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes.

ATTACHMENTS: List any attachments (contracts, policies, agreements, etc.).

PG14-0041F Proposal – Jonz Catering and Food Concepts

TPU Board Resolution U-10683 2014-03-26

Jonz Catering Final Executed Contract 4600009924 2014-06-18

CONTACT: Judd Johnson, Power Supervisor. 253-441-4102

Supervisor: Terry Coggins.

Presenter: Terry Coggins



RESOLUTION NO. U-10683

A RESOLUTION related to selecting a cafeteria food provider to provide food services at the TPU Administration Complex.

WHEREAS the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "Tacoma Power") published a Request for Proposal ("RFP") inviting vendors to submit a proposal to provide food services for the TPU Administration Complex; and

WHEREAS a twelve-member selection advisory committee was identified and reviewed the RFP responses that were submitted, and

WHEREAS, of the three proposals that were submitted and evaluated, Jonz Catering and Food Concepts, Inc., was chosen as the most qualified food services provider, and

WHEREAS the proposed contract for the vendor chosen is for a period of ten (10) years in the amount of \$500,000, with one (1) five-year renewal option thereafter, for a potential cumulative contract total of \$750,000. The estimated yearly contract amount of \$50,000 is based upon past use of Cafeteria services, and is without guarantee, and

WHEREAS the estimated services and costs associated therewith include catering for Public Utility Board dinners and other special events, emergency meal services during storm or natural disaster recovery periods, and catering services for meeting purposes, Now, therefore,



BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the Public Utility Board of the City of Tacoma hereby concurs and approves the recommendations of the selection advisory committee, for the award of a ten (10) year contract in the amount of \$500,000, with one (1) five-year renewal option, for a potential cumulative contract total of \$750,000, to Jonz Catering and Food Concepts, Inc.

Approved as to form and legality:

William Fosne
Chief Deputy City Attorney

Chanelle J. Foster
Clerk

[Signature]
Chair

[Signature]
Secretary

Adopted 3-26-14

Request for Board meeting

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

of

REQUEST FOR RESOLUTION

Date:

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Cafeteria Food Services Contract

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Seek approval from TPU Board to enter an agreement with Jonz Catering & Food Concepts, Inc., for a ten-year contract in the amount of \$500,000, plus the option for one additional five-year renewal period, for a cumulative total contract amount of \$750,000, plus applicable sales tax. The contract amount is estimated based on past use of Cafeteria services identified within the scope of the contract. These services include catering for Public Utility Board dinners and other special events, emergency meal services during storm or natural disaster recovery periods, and catering services for meeting purposes. The contract amount is not a guarantee of Utility funds spent for food services and could potentially be minimal if the Utility seeks services from another source or determines funding is not available.

3. Summarized reason for resolution:

This contract will allow for operation of the TPU Cafeteria which provides on-site food services that facilitate efficient day-to-day operations of the Utility. Jonz Catering & Food Concepts, Inc., was chosen as the most qualified service provider by a twelve-member selection advisory committee following a competitive Request for Proposal process.

4. Attachments:

- a. Cafeteria SAC Recommendation Memo to Director Gaines
- b. TPU Cafeteria Food Services Agreement 2014 DRAFT

5. ☒ Funds available ☐ Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

Requested by:

Approved:

Section Head

Division Head

Director of Utilities



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

DATE: March 21, 2014
TO: William A. Gaines, Director of Utilities/CEO
FROM: Theodore C. Coates, Power Superintendent
SUBJECT: Request for Proposal – PG14-0041F
Cafeteria Food Services Recommendation

In February 2014, a Request for Proposal (RFP) was published, inviting prospective vendors to participate and submit a proposal for food services for the TPU Administration Complex cafeteria.

A twelve-member Selection Advisory Committee (SAC) was identified to review and recommend the proposal that most closely meets the requirements of Tacoma Public Utilities as set forth in the RFP. The SAC consisted of Scott Amsden, Utility Technology Services; Terry Coggins, Facilities; Eric Green, Transmission & Distribution; Danelle Guerin, Transmission & Distribution; Kristine Harper, Legal; Okezie Imo, Facilities; Charleen Jacobs, Executive Office; Deborah McLellan, Executive Office; Bernie Peterson, Click! Cable TV; Dave Rosholm, Community & Media Services; Jessica Tonka, Rates, Planning, & Analysis; and Crystal Vaarvik, Management Services Office.

Three proposals were received and evaluated based on the RFP's established criteria, which included the proposed menu, pricing, healthy options and nutritional value, quality and taste, stability of firm, cafeteria operations experience, staffing capabilities, and business strategy. Based on evaluation rankings by the committee, Jonz Catering and Food Concepts, Inc., was chosen as the most qualified food services provider.

The SAC recommends that TPU award a ten-year contract, with a mutual five-year option, to Jonz Catering and Food Concepts, Inc., to operate the TPU Administration Complex Cafeteria.

Approved:

William A. Gaines
Director of Utilities/CEO

Cc: Pat McCarty
Linda McCrea
Dale King
Steve Hatcher

FOOD SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington, (hereinafter referred to as the "CITY,") and **Jonz Catering & Food Concepts, Inc.**, (hereinafter referred to as the "CONTRACTOR,")

In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Scope of Services

- A. The CONTRACTOR shall maintain and operate a cafeteria on the ground floor of the Tacoma Utilities Building, 3628 South 35th Street, Tacoma Washington; furnish, prepare, and serve meals to CITY employees, officers, contractors, and guests; provide other food services as may be requested and approved by the CITY'S Director of Utilities; and otherwise diligently and completely perform the services described in the CITY'S request for proposal ("RFP") PG14-0041E, and all authorized addendums thereto, attached to this Agreement as Exhibit "A" and incorporated herein, and the CONTRACTOR'S proposal dated March 11, 2014 ("Proposal"), attached this Agreement as Exhibit "B" and incorporated herein.
- B. To the extent there is any discrepancy or conflict between and/or amongst the terms of this document titled "Food Services Agreement" and Exhibits A and B, the controlling terms for this Agreement will be interpreted in the following order of precedence, with the first number being the most controlling, and the last number being the least controlling:
 1. This "Food Services Agreement"
 2. Exhibit A, "RFP"
 3. Exhibit B, "Proposal"
- C. Changes. The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by the CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

2. Operation of Food Services

- A. Except as provided in this agreement, the CONTRACTOR shall be responsible for all costs of operation of the food service and will hold

harmless the CITY from any and all claims, demands, or liabilities on account of such operations. All food and other supplies shall be purchased and all CONTRACTOR employees compensated by the CONTRACTOR in the CONTRACTOR'S own name and expense.

- B. The CONTRACTOR agrees to provide the necessary daily cafeteria service and food services for other events when arranged for in advance. Normally, foods sold by the CONTRACTOR are to be prepared on the premises from basic ingredients.
- C. All items sold by the CONTRACTOR shall be of high quality commensurate with the price restrictions set by the CITY, and the services provided by the CONTRACTOR shall be rendered courteously and efficiently.

3. Local Products

The CONTRACTOR shall use local food products and equipment from the Tacoma-Pierce County area whenever practicable.

4. Use of Premises and Equipment

- A. Subject to the terms and conditions herein, the CONTRACTOR may use in the performance of this agreement the cafeteria facilities on the ground floor of the Tacoma Utilities Building, together with the cafeteria and CITY-provided kitchen equipment and fixtures. Title to said premises and CITY-provided equipment shall remain in the CITY and the CITY may revoke permission to use said premises, facilities, and equipment at any time at the CITY'S sole discretion. The CITY shall document an inventory of CITY-provided facilities, equipment and fixtures and shall update this inventory at least annually.
- B. The CITY shall furnish and maintain the premises and CITY-provided equipment and fixtures, and provide such utilities that may be required in connection with the operation of the cafeteria including heating, power, lighting, and water. The CITY shall also provide night custodial services for the general care and cleaning of the cafeteria area, and shall furnish those laundry services and cleaning supplies to the CONTRACTOR which are necessary to maintain a high degree of cleanliness.
- C. The CONTRACTOR shall furnish and maintain CONTRACTOR-provided equipment and fixtures. The CONTRACTOR shall document an inventory of CONTRACTOR-provided equipment and fixtures and shall update this inventory at least annually.

- D. The CONTRACTOR shall keep the premises and food preparation areas in a clean and sanitary condition at all times.
- E. The CONTRACTOR shall obtain CITY approval prior to relocating, removing, or replacing stationary equipment. The CONTRACTOR shall notify the CITY of new equipment needs so that arrangements can be made to meet necessary utility and/or space requirements.
- F. The CONTRACTOR shall make no alterations or repairs to CITY facilities or space used for food service operations without prior written consent from the CITY.
- G. The CITY may make reasonable rules and regulations relating to the use of any and all of the premises occupied and used by the CONTRACTOR in the operation of the Cafeteria and to reasonably regulate the prices at which food or other commodities that are handled or dispensed by the CONTRACTOR shall be sold.
- H. Upon termination of this Agreement, the said premises and CITY-provided equipment and fixtures shall be returned to the CITY in the same condition as provided to the CONTRACTOR, reasonable wear and tear excepted. The CONTRACTOR shall repair any damage at its expense in order to return the said premises and CITY-provided equipment and fixtures in the same condition as provided, reasonable wear and tear excepted. The parties may negotiate for the CITY to purchase the CONTRACTOR-provided equipment and fixtures that the CITY wishes to keep in service.

5. Additional Equipment and Fixtures

The CONTRACTOR may request additional CITY-provided equipment and fixtures it may require to maintain an efficient operation. Such requests are subject to the prior approval to any such additions by the CITY'S Director of Utilities. Said equipment or fixtures shall become and remain the property of the CITY. The CONTRACTOR may update and/or replace CONTRACTOR-provided equipment as necessary to maintain an efficient operation, provided appropriate approval and facility preparations have been made, if necessary.

6. Cafeteria Committee

It is agreed between the parties that the CITY'S Director of Utilities will appoint a Cafeteria Committee as liaison between the CITY'S Director of Utilities and the CONTRACTOR; and that the CITY'S Cafeteria Committee so appointed will designate a spokesperson to communicate directly with the CONTRACTOR in carrying out this agreement.

7. Compensation and Payment

The CONTRACTOR shall reasonably price food it provides to cover actual expenses and provide a reasonable return. The CITY may reasonably regulate the prices as referenced in Section 4.G. Pricing disputes may be settled based on a market analysis review of similar food service operations and a breakdown of operating costs.

8. Term

- A. The term of this Agreement shall be a period of ten (10) years commencing XX/XX/2014 and expiring XX/XX/2024; provided that either party may elect to terminate this Agreement for any reason including but not limited to dissatisfaction with quality of service by giving the other party sixty (60) days' written notice of an intention to so terminate. Further, this Agreement, if not terminated by either party, may be renewed one time for an additional five-year period by written notice of such intention sixty (60) days prior to the expiration of the initial ten-year term, furnished by the CONTRACTOR to the CITY and approved by the Director of Utilities.
- B. A 180-day trial period shall apply to this contract. During the trial period, the vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the CITY's decision shall prevail. The CITY agrees to pay only for authorized orders received up to the date of termination.

9. Employees

The CONTRACTOR shall be responsible for the selection, training, and conduct of all CONTRACTOR'S employees.

The CONTRACTOR agrees that, on request of the CITY, the CONTRACTOR will conduct an appropriate background check of its employees and upon failing the background check the employee will be removed from the CONTRACTOR's employment. Should any employee be found engaging in improper conduct said employee will be removed from the CONTRACTOR's employment.

10. Hours

The CONTRACTOR shall operate the cafeteria during the term of this Agreement during the hours of 6:30 a.m. to 4:00 p.m., Monday through Friday, with the exception of CITY-observed holidays. The CONTRACTOR agrees that the hours of operation or any changes thereto shall be subject to the prior approval of the CITY'S Director of Utilities, upon recommendation from the Cafeteria Committee.

11. Audit

The CONTRACTOR will maintain and furnish upon request adequate monthly financial records of operation costs and income, i.e., monthly profit and loss statements to the City's Cafeteria Committee.

12. Compliance with Law

The CONTRACTOR will procure all required permits to operate the cafeteria and facilities and will maintain the cafeteria and facilities in accordance with applicable State, County, and City health regulations. Said premises will be subject to daily inspection by the authorized representatives of the CITY'S Department of Public Utilities to determine that high standards of cleanliness are maintained. In addition, CONTRACTOR will comply with all State, County, and City laws, including those of the State Tax Commission and the State Department of Labor and Industries.

13. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of (1) the performance or subject matter of this Agreement, (2) use of the subject premises, and/or (3) performance of any function, activity, or use of any equipment in relation to this Agreement.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Agreement.
- D.

14. Insurance

During the course and performance of the services herein specified, the CONTRACTOR will maintain the insurance coverage as specified in the CITY'S Request for Proposal and as follows:

- A. Workers' Compensation and employer's liability --statutory limits.

- B. Commercial General Liability --\$1,000,000 combined single limit per occurrence for bodily injury, property damage, products coverage, contractual liability coverage, with a \$2,000,000 general aggregate limit. Coverage shall be written on an ISO policy form or its functional equivalent.
- C. Automobile public liability and property damage--\$1,000,000 combined single limit for bodily injury and property damage.

Certificates reflecting the above insurance coverage shall be delivered upon request, within ten (10) days, to the CITY by the CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis not a "claims made basis", and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over, and non-contributory to any insurance or self-insurance program the CITY may maintain.

15. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

16. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Terry Coggins Facilities Maintenance Manager 3628 S. 35 th Street Tacoma WA 98409 (253) 502-8310 Fax (253) 502-8136 tcoggins@cityoftacoma.org	Linda Dagley President 1905 Bridgeport Way West, #100 University Place WA 98466 (253) 274-0433 Fax (253) 830-0263 linda@jonzcatering.com

17. Termination and Suspension

Termination and suspension of this Agreement shall be per the applicable terms of CITY'S Standard Terms and Conditions found in the RFP.

17. No Third Party Beneficiaries

This Agreement shall be for the sole benefit of the CITY and the CONTRACTOR, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against the CITY.

18. Entire Agreement

This Agreement and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

19. Modification

No modification or amendment of this Agreement shall be effective unless set forth in writing, properly authorized, and signed by the Parties.

20. Authority to Enter into This Agreement

The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of the CONTRACTOR.

Contract No. _____

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA, PUBLIC UTILITIES

JONZ CATERING & FOOD CONCEPTS, INC.

William A. Gaines
Director of Utilities/CEO

Approved:

Printed Name: _____

Title: _____

Address: _____

Director of Finance

City/State/Zip

Approved as to Form and Legality:

Tax ID: _____

Deputy City Attorney

Approved:

City Clerk/Risk Manager, as necessary

FOOD SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of June, 2014, by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington, (hereinafter referred to as the "CITY,") and **Jonz Catering & Food Concepts, Inc.**, (hereinafter referred to as the "CONTRACTOR,")

In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Scope of Services

- A. The CONTRACTOR shall maintain and operate a cafeteria on the ground floor of the Tacoma Utilities Building, 3628 South 35th Street, Tacoma Washington; furnish, prepare, and serve meals to CITY employees, officers, contractors, and guests; provide other food services as may be requested and approved by the CITY'S Director of Utilities; and otherwise diligently and completely perform the services described in the CITY'S request for proposal ("RFP") PG14-0041E, and all authorized addendums thereto, attached to this Agreement as Exhibit "A" and incorporated herein, and the CONTRACTOR'S proposal dated March 11, 2014 ("Proposal"), attached this Agreement as Exhibit "B" and incorporated herein.
- B. To the extent there is any discrepancy or conflict between and/or amongst the terms of this document titled "Food Services Agreement" and Exhibits A and B, the controlling terms for this Agreement will be interpreted in the following order of precedence, with the first number being the most controlling, and the last number being the least controlling:
 - 1. This "Food Services Agreement"
 - 2. Exhibit A, "RFP"
 - 3. Exhibit B, "Proposal"
- C. Changes. The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by the CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

2. Operation of Food Services

- A.** Except as provided in this agreement, the CONTRACTOR shall be responsible for all costs of operation of the food service and will hold harmless the CITY from any and all claims, demands, or liabilities on account of such operations. All food and other supplies shall be purchased and all CONTRACTOR employees compensated by the CONTRACTOR in the CONTRACTOR'S own name and expense.
- B.** The CONTRACTOR agrees to provide the necessary daily cafeteria service and food services for other events when arranged for in advance. Normally, foods sold by the CONTRACTOR are to be prepared on the premises from basic ingredients.
- C.** All items sold by the CONTRACTOR shall be of high quality commensurate with the price restrictions set by the CITY, and the services provided by the CONTRACTOR shall be rendered courteously and efficiently.

3. Local Products

The CONTRACTOR shall use local food products and equipment from the Tacoma-Pierce County area whenever practicable.

4. Use of Premises and Equipment

- A.** Subject to the terms and conditions herein, the CONTRACTOR may use in the performance of this agreement the cafeteria facilities on the ground floor of the Tacoma Utilities Building, together with the cafeteria and CITY-provided kitchen equipment and fixtures. Title to said premises and CITY-provided equipment shall remain in the CITY and the CITY may revoke permission to use said premises, facilities, and equipment at any time at the CITY'S sole discretion. The CITY shall document an inventory of CITY-provided facilities, equipment and fixtures and shall update this inventory at least annually.
- B.** In the event any kitchen equipment and fixtures, or other equipment provided by CITY for the purpose of enabling CONTRACTOR to perform this agreement, is subject to a contract or agreement or other terms and conditions governing the CITY's use of such equipment, CONTRACTOR will be provided with a copy of any such agreements and CONTRACTOR shall comply with any such terms and conditions of use to the same extent and to the same degree as such agreements require of CITY. CONTRACTOR agrees to be responsible to CITY for any damages or penalties accruing from CONTRACTOR's failure to comply with terms and conditions governing use of CITY provided equipment.

- C. The CITY shall furnish and maintain the premises and CITY-provided equipment and fixtures, and provide such utilities that may be required in connection with the operation of the cafeteria including heating, power, lighting, and water. The CITY shall also provide night custodial services for the general care and cleaning of the cafeteria area, and shall furnish those laundry services and cleaning supplies to the CONTRACTOR which are necessary to maintain a high degree of cleanliness.
- D. The CONTRACTOR shall furnish and maintain CONTRACTOR-provided equipment and fixtures. The CONTRACTOR shall document an inventory of CONTRACTOR-provided equipment and fixtures and shall update this inventory at least annually.
- E. The CONTRACTOR shall keep the premises and food preparation areas in a clean and sanitary condition at all times.
- F. The CONTRACTOR shall obtain CITY approval prior to relocating, removing, or replacing stationary equipment. The CONTRACTOR shall notify the CITY of new equipment needs so that arrangements can be made to meet necessary utility and/or space requirements.
- G. The CONTRACTOR shall make no alterations or repairs to CITY facilities or space used for food service operations without prior written consent from the CITY.
- H. The CITY may make reasonable rules and regulations relating to the use of any and all of the premises occupied and used by the CONTRACTOR in the operation of the Cafeteria and to reasonably regulate the prices at which food or other commodities that are handled or dispensed by the CONTRACTOR shall be sold.
- I. Upon termination of this Agreement, the said premises and CITY-provided equipment and fixtures shall be returned to the CITY in the same condition as provided to the CONTRACTOR, reasonable wear and tear excepted. The CONTRACTOR shall repair any damage at its expense in order to return the said premises and CITY-provided equipment and fixtures in the same condition as provided, reasonable wear and tear excepted. The parties may negotiate for the CITY to purchase the CONTRACTOR-provided equipment and fixtures that the CITY wishes to keep in service.

5. Additional Equipment and Fixtures

The CONTRACTOR may request additional CITY-provided equipment and fixtures it may require to maintain an efficient operation. Such requests are subject to the prior approval to any such additions by the CITY'S Director of Utilities. Said equipment or fixtures shall become and remain the property of the CITY. The CONTRACTOR may update and/or replace CONTRACTOR-provided equipment as necessary to maintain an efficient operation, provided appropriate approval and facility preparations have been made, if necessary.

6. Cafeteria Committee

It is agreed between the parties that the CITY'S Director of Utilities will appoint a Cafeteria Committee as liaison between the CITY'S Director of Utilities and the CONTRACTOR; and that the CITY'S Cafeteria Committee so appointed will designate a spokesperson to communicate directly with the CONTRACTOR in carrying out this agreement.

7. Compensation and Payment

The CONTRACTOR shall reasonably price food it provides to cover actual expenses and provide a reasonable return. The CITY may reasonably regulate the prices as referenced in Section 4.G. Pricing disputes may be settled based on a market analysis review of similar food service operations and a breakdown of operating costs.

8. Term

- A. The term of this Agreement shall be a period of ten (10) years commencing 07/01/2014 and expiring 06/30/2024; provided that either party may elect to terminate this Agreement for any reason including but not limited to dissatisfaction with quality of service by giving the other party sixty (60) days' written notice of an intention to so terminate. Further, this Agreement, if not terminated by either party, may be renewed one time for an additional five-year period by written notice of such intention sixty (60) days prior to the expiration of the initial ten-year term, furnished by the CONTRACTOR to the CITY and approved by the Director of Utilities.
- B. A 180-day trial period shall apply to this contract. During the trial period, the vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the CITY's decision shall prevail. The CITY agrees to pay only for authorized orders received up to the date of termination.

9. Employees

The CONTRACTOR shall be responsible for the selection, training, and conduct of all CONTRACTOR'S employees.

The CONTRACTOR agrees that, on request of the CITY, the CONTRACTOR will conduct an appropriate background check of its employees and upon failing the background check the employee will be removed from the CONTRACTOR's employment. Should any employee be found engaging in improper conduct said employee will be removed from the CONTRACTOR's employment.

10. Hours

The CONTRACTOR shall operate the cafeteria during the term of this Agreement during the hours of 6:30 a.m. to 4:00 p.m., Monday through Friday, with the exception of CITY-observed holidays. The CONTRACTOR agrees that the hours of operation or any changes thereto shall be subject to the prior approval of the CITY'S Director of Utilities, upon recommendation from the Cafeteria Committee.

11. Audit

The CONTRACTOR will maintain and furnish upon request adequate monthly financial records of operation costs and income, i.e., monthly profit and loss statements to the City's Cafeteria Committee.

12. Compliance with Law

The CONTRACTOR will procure all required permits to operate the cafeteria and facilities and will maintain the cafeteria and facilities in accordance with applicable State, County, and City health regulations. Said premises will be subject to daily inspection by the authorized representatives of the CITY'S Department of Public Utilities to determine that high standards of cleanliness are maintained. In addition, CONTRACTOR will comply with all State, County, and City laws, including those of the State Tax Commission and the State Department of Labor and Industries.

13. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of (1) the performance or subject matter of this Agreement, (2) use of the subject premises, and/or (3) performance of any function, activity, or use of any equipment in relation to this Agreement.

- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Agreement.

14. Insurance

During the course and performance of the services herein specified, the CONTRACTOR will maintain the insurance coverage as specified in the CITY'S Request for Proposal and as follows:

- A. Workers' Compensation and employer's liability --statutory limits.
- B. Commercial General Liability --\$1,000,000 combined single limit per occurrence for bodily injury, property damage, products coverage, contractual liability coverage, with a \$2,000,000 general aggregate limit. Coverage shall be written on an ISO policy form or its functional equivalent.
- C. Automobile public liability and property damage--\$1,000,000 combined single limit for bodily injury and property damage.

Certificates reflecting the above insurance coverage shall be delivered upon request, within ten (10) days, to the CITY by the CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis not a "claims made basis", and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over, and non-contributory to any insurance or self-insurance program the CITY may maintain.

15. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

16. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Terry Coggins Facilities Maintenance Manager 3628 S. 35 th Street Tacoma WA 98409	Linda Dagley President 1905 Bridgeport Way West, #100 University Place WA 98466
(253) 502-8310	(253) 274-0433
Fax (253) 502-8136	Fax (253) 830-0263
tcoggins@cityoftacoma.org	linda@jonzcatering.com

17. Termination and Suspension

Termination and suspension of this Agreement shall be per the applicable terms of CITY'S Standard Terms and Conditions found in the RFP.

17. No Third Party Beneficiaries

This Agreement shall be for the sole benefit of the CITY and the CONTRACTOR, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against the CITY.

18. Entire Agreement

This Agreement and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

19. Modification

No modification or amendment of this Agreement shall be effective unless set forth in writing, properly authorized, and signed by the Parties.


Contract No. _____

20. Authority to Enter into This Agreement

The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA, PUBLIC UTILITIES


William A. Gaines
Director of Utilities/CEO

Approved:


Director of Finance

Approved as to Form and Legality:


Deputy City Attorney

Approved:


City Clerk/Risk Manager, as necessary


Theodore C. Coates
Power Superintendent/COO

JONZ CATERING & FOOD CONCEPTS, INC.

Printed Name: David Dagley

Title: Vice President

Address: 1705 BRIDGEPORT WAY W
TACOMA WA 98460 ^{STE 100}

City/State/Zip

Tax ID: 90-0444937

Café Food Service Proposal for:



at
TACOMA PUBLIC UTILITIES



Jònz Catering & Food Concepts, INC
1905 Bridgeport Way West, Suite 100
University Place, WA 98466
253-274-0443—Office Phone
253-830-0263—Fax

Proposal Outline

- A. Contact Information
- B. Background and Prior Experience
- C. Staffing Plan
- D. Management Team
- E. Business References
- F. Hours of Operation
- G. Daily Menus
- H. Specials Menu
- I. Snack Menu
- J. After Hours Menus
- K. On-Site Meeting Menus
- L. Maintaining and Increasing Employee Use of Café Services
- M. Additional Considerations

(A). Contact Information

Jònz Catering & Food Concepts, INC
1905 Bridgeport Way West, Suite 100
University Place, WA 98466
253-274-0443—Office Phone
253-830-0263—Fax

Contacts:

Linda Dagley—President
David Dagley—Vice President



(B). Background & Prior Experience

Jònz Catering was founded by Linda & David Dagley in February 2007 as a higher end catering alternative for the South Puget Sound area. Jònz quickly established a reputation as an off-site catering company delivering innovative, fresh, hand crafted cuisine for its individual and corporate clients.

In February of 2009 Jònz became the exclusive food service provider for the headquarters of the McKinstry Company in Seattle. Jònz's staff of 7 provides 450—500 meals per day, 5 days a week, as well as catering for 5—20 on campus events and meetings per day. Multiple times a year, the McKinstry company hosts events from 250—1000 people that Jònz provides all of the catering for. In September of 2013, McKinstry signed a new contract with Jònz to continue providing food services for their employees.

In September of 2013, Jònz was awarded the contract for the Bellevue Technology Center in Overlake to run their onsite employee cafeteria. Since then, Jònz has consulted on the planning, remodeling, kitchen design and functionality, and will begin full time operations this spring.

In January 2014 Tacoma Public Utilities enlisted Jònz to provide a menu of grab and go sandwiches and salads, coffee and breakfast pastries daily. Jònz is also delivering hot breakfasts and lunches on a limited basis from their offsite kitchen until a full kitchen is available onsite.

Linda Dagley has spent over 35 years in the food service industry. She has focused primarily on catering, front of the house operations and management. She spent 3 years as the General Manager of the food service at Boeing's executive offices of the President, Alan Mulally, and Vice Presidents of the organization and the flight training center creating specialty events for the airline customers, foreign dignitaries and flight training students who came to visit the location. She also was responsible for overseeing 2 cafes and in house catering. She prides herself on her dedication to her clients. Linda has a degree in business and holds her Food Management Professional Certification.

David Dagley was born in Knoxville, Tennessee. Professionally he has worked in restaurants throughout the country. From Florida to Hawaii, Alaska to Las Vegas; He has had the opportunity to work in numerous environments and to serve many varieties of cuisine. In early 2007, he and his wife, Linda, began Jõnz Catering. Since then, their company has grown to include cafes in Tacoma and Seattle as well as expansion of their catering services. David functions as the Executive Chef and oversees the menu development and implementation at all of the Jõnz locations. In 2009 the Puget Sound Business Journal named David one of Seattle's 40 under 40.

FINANCIAL STABILITY:

Jõnz Catering just started their 8th year in business and they have grown steadily year by year. Jõnz started as a 2 person Mom and Pop operation to currently employing over 30 people. Over the last 3 years the net operating income has increased by 143%. All Local, State & Federal Taxes are current. They own 100% of operational assets including all delivery vehicles and kitchen equipment. They have no significant outstanding debt and have never had a claim filed against them.

(C). Staffing Plan

Proposed staff positions for Core Café once fully equipped and operational:

Café Manager: Cedric Jackson has been with Jõnz for 3 years and has progressed from a part time catering staff member to our catering manager and is currently working onsite at TPU as our full time café manager. Hours: 7:30am—4pm

Kitchen Lead: Once the onsite kitchen is fully operational, this position will be filled by a chef with years of breakfast and lunch experience. Their background will include a strong understanding of menu planning, nutrition, dietary restrictions and a diversity of menus. Hours: 5:30am—2pm

Deli/Prep Cook: Erich Trevigne has been with Jõnz for 2.5 years and has done a variety of jobs both in the kitchen and directly serving customers. His responsibilities will include cold prep for salad bar and deli sandwiches as well as serving the hot lunch entrees. He is currently working at Core Café at TPU. Hours: 7am—3:30pm

Barista/Cashier: This position will be responsible for providing specialty coffee drinks and running the main P.O.S. system. They will also have the responsibility of maintaining the cleanliness of the café and restocking grab and go items. This employee will have an extensive background in barista services, cash handling and customer service. Hours: 5:30am—2pm

Dishwasher: This part time position will be responsible for the cleanliness of all dishes, pots, pans, utensils, etc. They will also assist with maintaining dining room cleaning during the busiest times of the day.

This position can best be filled by using a supported employment program, such as **Tahoma Associates**, a non profit organization dedicated to providing training, support and employment to developmentally disabled local residents. Hours: 20 hours per week—10am—2pm

Catering: As the demand for onsite catering grows, we will bring on a staff member who will be responsible for preparing and delivering the onsite catering. This position will require superior organizational skills, some prep knowledge as well as great customer service. Hours: To be determined based on catering sales.

*Additional staff may be added based on business needs.

RECRUITING & HIRING STAFF:

Jònz recruits through networking with other restaurant industry professionals utilizing it's membership in the Washington State Chef's Association, American Culinary Federation as well as relationships established with local food service operators.

Jònz follows standard practices for the industry including verifying resume information, checking references and a multiple interview process. Our driver's are subject to additional background checks in order to be compliant with our insurance regulations.

Due to our employee's close interaction with the public, previous convictions for violent crimes may disqualify an applicant.

Jònz will adhere to any additional background checks as required by TPU. Jònz is an Equal Opportunity Employer.

COMPENSATION:

Jònz pays at or above the industry standards for this area. Compensation and raises are based on experience and job performance. Jònz exceeds all federal and state wage requirements .

(D). Management Team

Our team consists of members who have a lifetime of food service and management experience and also have a genuine passion for excellent food and service.

Cedric Jackson, our onsite manager, will work with David & Linda to assemble and train a staff who will provide great food and service under their leadership.

Cedric has 10 years in the restaurant industry. He started with Jònz nearly 3 years ago and quickly moved into a leadership position with our company. His incredible work ethic, diligence and infectious positive attitude endear him to everyone he meets.

Outside of his life in food service, Cedric has a degree in Digital Media with an emphasis on broadcasting. He also writes & performs music locally. He is a graduate of Curtis High School in University Place where he ran track and played football.

David Dagley is the executive chef for all of our cafes and catering in Tacoma, Seattle and Bellevue. He will work closely with the kitchen manager at Core Café developing menus, culinary training and quality assurance.

Linda Dagley will oversee café operations, accounting, HR and training. She is the direct liaison between Jònz and TPU.

(E). Business References

Jonz is proud to have met and worked with many clients and business professionals in the area. Attached are testimonials and reference letters, please feel free to contact any of these individuals that we have worked with over the last 7 years.

- TPU Customer Feedback
- Jane Hunt and Allen Olsen—Bridgeport LLC.—Landlords
- Julie Dugan—Dugan Foundation
- Jessica Gavre—YWCA
- Michele Muller—Franciscan Medical Group
- Ken Abbott—Obelisco Estate Winery
- Loraine White—McKinstry Company

TPU STAFF COMMENTS: (from comment box & email)

- The 'Fiesta Chicken' wrap rocks!
- Great service. Good food. Reasonable prices. Happy with the interim provider.
- These guys are great. Great food at good price. Consistently fast. We should keep them. No problems with where to stand, etc. Hot food is good. Salads are incredible. Pricing is wonderful. Friendly, helpful. These guys have it together.
- Current temporary vendor doing an excellent job. Good food. Great service and priced right in my opinion. They deserve strong consideration for permanent vendor.
- I can't say enough about Cedric and Eric. Two great guys with great attitudes and wonderful customer service!!
- Jonz is fantastic-just right. Please consider keeping the Great food and prices for quality can't be beat. Thank you!
- Great service! Friendly and courteous staff. Good prices. Great quality items. I hope they stay!
- Cedric and Eric are great. We need to keep these guys.
- Good service. I know they're limited in what they can serve, but what I've had so far has been very good.
- Core Café is doing an excellent job! Very organized, efficient, tasty and clean!
- These guys are doing GREAT! Fresh food and excellent service! Thanks
- Great prices! Thanks :)
- Coffee is Great! Great Service!
- My catering is accurate and on time. Friendly service and good food.
- Much improved with Jonz. Great food and customer service. Cedric and Erik are great to work with!



BRIDGEPORT L.L.C. 1

February 19, 2014

To Whom It May Concern,

I have known David and Linda Dagley, owners of "Jonz Catering" since 2007. They are tenants in our building.

David and Linda are reputable, honest people, good tenants and they produce a wonderful product. I can say this from experience. They have catered many events for our company.

Sincerely,

Jane Hunt
Owner and Property Manager
Bridgeport LLC 1
5315 N Commercial St, Ste 200
Ruston, WA 98407
Jane.hunt@axiomre.com

5315 N Commercial Street, Suite 200 • Ruston, WA 98407-3111
Phone: (253) 473-5351 E-Mail: jane.hunt@axiomre.com



February 26, 2014

To Whom It May Concern:

This letter is to serve as my highest recommendation for the services of Jonz Catering.

It has been my privilege to work with Linda and David Dagley and the team at Jonz Catering since 2008. Jonz Catering provides excellent catering, and trains their staff to the highest level of customer service. I have seen Jonz Catering execute everything from a formal dinner for twelve to a gala for 200, and most things in between. Their staff is attentive, well poised and professional, every time. The food is outstanding and seasonally inspired.

When presented with budget constraints or logistical issues, they find a creative way to work within our means. What's more, at times when something has gone wrong on my end, Linda, David and their entire team have been willing and able to provide the assistance needed to get things running smoothly again. Their expertise, passion for what they do, and incredible standard of service puts them first in their category.

Jonz Catering provided donated, or at cost services to the following events:

- 2008, 2010, 2012 Calendar Launch Party for 40
- 2009 Patron Party for 20
- 2011 Fur Ball Gala Buffet for 125
- 2011 Seated Wine Dinner for 20 donors
- 2013 Seated Speakeasy Gala Dinner for 85

In addition, many of our donors and guests have hired Jonz Catering after experiencing their food and service at our events.

Please feel free to contact me with any questions. Thank you for your consideration.

Julie Dugan
Executive Director
Dugan Foundation
Cell 253.297.6871
julie@duganfoundation.org

Dugan Foundation • 706 Court A, Tacoma, WA 98402 • www.duganfoundation.org

**eliminating racism
empowering women**
ywca

YWCA Pierce County
405 Broadway
Tacoma, WA 98402
www.ywcapiercecounty.org

T: 253-272-4181
F: 253-597-6683

February 21, 2014

To whom it may concern,

We are pleased to have the opportunity to share our experience working with Jonz Catering. We have worked with Jonz for a number of events now, including most recently our annual Glam Auction fundraiser. From start to finish, the team at Jonz was flexible and attentive to our event needs. The staff that we worked with up to the event and during the event were professional, helpful and great to work with.

Linda worked closely with us to ensure that we could meet our events needs while maintaining the budget necessary for a non-profit. They provided us an impressive menu at a competitive price. Our guests were pleased with the service and our staff appreciated the collaboration of the Jonz team to keep things on schedule. We truly enjoyed working with them and would recommend them as a partner to any individual or organization looking for a caterer in this area.

If you have further questions or would like more information on our experience working with Jonz Catering please feel free to call me at 253-272-4181 ext. 243.

Sincerely,

Jessica Gavre
Development Director
YWCA Pierce County

**Franciscan
Medical Group**

A Part of Franciscan Health System

February 24, 2014

To Whom It May Concern:

Re: Jonz Catering & Food Concepts, Inc.

I am writing this letter to express my appreciation for the staff at Jonz Catering for their customer service, attention to detail and delicious cuisine.

For the past five years, Franciscan Medical Group has used Jonz Catering for the annual clinician appreciation event held at the Tacoma Art Museum. Jonz has continued to exude professionalism and creativity with this function each and every year. The pride and creativity in their work comes across in their work.

It is my pleasure to write a letter of recommendation for Jonz Catering because of my experience with their excellence in catering and professional service.

Best regards,



Michele Mueller
Executive Assistant
Franciscan Medical Group



February 25th, 2014

Re: Jonz Catering

To Whom It May Concern:

We have used Jonz Catering on several occasions now for different events. We have done small dinner affairs with courses for 20 or less people and large events requiring food for up to 400 people and lots of coordination with vendors and venues.

Each time we have used Jonz, we have been extremely pleased with their performance. Not only is the food top quality and great tasting, the staff is friendly, timely and professional. We have the utmost confidence that they can handle any type of event and do so smoothly. Planning these events is much easier with Jonz on board. Jonz is scheduled for our next large event and I am sure we will continue to do so in the future.

Please feel free to call me if you need additional information.

Ken Abbott
Obelisco Estate
19495 144th Ave NE suite B-220
Woodinville WA 98072
253-906-6420



Re: Jonz Catering

I work at McKinstry Co. in Seattle and have responsibility for the day to day management of our in-house deli, *The Fireside Grille*. Our deli serves our 500+ Seattle based employees for breakfast and lunch in addition to many daily special catering events that can run from 6 to 100+ people. We also hold special evening events for clients, dignitaries and political figures. All of these events require catering or special food services. On February 23, 2009, we hired Jonz Catering to manage our deli operations. Within the first week we had a dinner event on-site which was attended by 800 of our employees from all locations. Jonz catering pulled it off without a hitch and was open bright and early the next morning for our breakfast crowd. They provide us with a varied menu and always have creative ideas for special events. We appreciate their focus on 'green' and are pleased that they provide us with compostable plates, cups, napkins and utensils. They employ and manage six full-time team members at *The Fireside Grille*.

We are very satisfied with their management services in our deli and I recommend them without hesitation. You may contact me at 206-763-4814 for any additional information you require.

Sincerely,

Loraine White, PHR
Human Resources Specialist
206-763-4814



6205 3rd Ave. South • P.O. Box 24567 • Seattle, WA 98124-0567 • (206) 762-3311
MCKINCL342DW

(F). Hours of Operation

Café Hours: 6:30am to 4pm

Breakfast: 6:30am to 10:00am
 Morning Break: 10:00am to 11:00am
 Lunch: 11:00am to 1:30pm
 Afternoon Break: 1:30pm to 4:00pm

Breakfast and Lunch periods will offer freshly prepared grill, specials and entrée items.

Available from open to close:

- Coffee & Espresso
- Grab and Go Sandwiches, Salads and Snacks
- All Beverages
- Pastries, Cookies and Selected Desserts
- Savory Baked Goods
- Fresh Fruit
- Mints and Gum



(G). Daily Menus

Manager: Cedric Jackson
 253-502-8179
 TPUcafeteria@ci.tacoma.wa.us

BREAKFAST

BREAKFAST SANDWICHES: \$2.49

CHOICE OF MEAT, EGG & CHEESE

ON AN ENGLISH MUFFIN OR CROISSANT

(CALORIES - ON MUFFIN- BACON - 373/CANDIAN BACON - 371/SAUSAGE - 366 ON CROISSANT + 108)

2 EGG BREAKFAST: \$3.99

SERVED WITH HASHBROWNS, BACON OR

SAUSAGE AND TOAST OR ENGLISH MUFFIN

(CALORIES - 535)

OMELETTES:

SERVED WITH HASHBROWNS & TOAST

DOUBLE CHEESE \$4.49

MEAT & CHEESE \$4.99

ROASTED VEGETABLE & CHEESE \$4.49

(CALORIES - CHEESE-- 604/MEAT & CHEESE-- 696/VEGGIE & CHEESE-- 654)

EGG WHITE OMELETTES: \$4.49

WITH COTTAGE CHEESE, FRUIT & TOAST

(CALORIES - CHEESE - 499)

PANCAKE BREAKFAST: \$4.49

2—PANCAKES, 2—EGGS, 2—SLICES OF

BACON OR 2—SAUSAGE LINKS (CALORIES-- 682)

*TURKEY SAUSAGE CAN BE SUBSTITUTED FOR ANY MEAT



(G). Daily Menus

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

LUNCH

BURGER:

WITH LETTUCE, TOMATO & CHEESE \$3.99

INCLUDES: CHIPS

SUB FRIES \$4.49

ADD BACON \$.99

(CALORIES - BEEF - 359/CHICKEN - 330/VEGGIE - 299/

CHIPS - 152/FRIES - 230/BACON (1) - 34)

HOT DOGS: \$1.99

INCLUDES: CHIPS

SUB FRIES \$2.49

(CALORIES - 242)

MADE TO ORDER DELI SANDWICHES: \$4.49

SERVED ON CHOICE OF BREAD OR HOAGIE

(CALORIES - TURKEY - 357/HAM - 359/BEEF - 364)

PIZZA BY THE SLICE: \$1.99

(CALORIES - 290)

MADE TO ORDER SALAD OF THE DAY: \$4.49

(CALORIES - VARIES)

*NUTRITION & FOOD ALLERGY CONSIDERATIONS:

CORE CAFÉ AT TPU WILL MAKE EVERY EFFORT TO PROVIDE HEALTHY, LOW CHOLESTEROL, LOW SODIUM, GLUTEN FREE, VEGETARIAN, VEGAN, DAIRY FREE AND ANY OTHER SPECIAL DIETARILY RESTRICTED MENU OPTIONS.



(G). Daily Menus

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

A LA CARTE

EGG ANY STYLE (CALORIES - 54) \$.69/each

BACON SLICES (CALORIES - 92) \$1.49 (2)

SAUSAGE LINKS (CALORIES - 124) \$1.49 (2)

SAUSAGE PATTIES (CALORIES - 170) \$1.79 (2)

TURKEY SAUSAGE PATTIES (CALORIES - 120) \$1.99 (2)

HASH BROWNS (CALORIES - 215) \$1.69

ADD CHEESE (CALORIES - 107) \$1.99

ADD CHEESE & HAM (CALORIES - 197) \$2.49

PANCAKES (CALORIES - 203) \$.79/each

OATMEAL (CALORIES - 8 OZ. - 166/12 OZ. - 249)
8 OZ./12 OZ. \$1.49/\$1.99

COTTAGE CHEESE (CALORIES - 163) \$.99

SIDE OF CUT FRUIT (CALORIES - 60) \$1.29

FRENCH FRIES (CALORIES - 421) \$.99

SOUP OF THE DAY (CALORIES - VARIES)
8 OZ./12 OZ. \$1.49/\$1.99



(H). Specials Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

WEEK 1 - BREAKFASTS

MONDAY: STRAWBERRY FRENCH TOAST \$3.49
CHOICE OF BACON OR SAUSAGE (CALORIES - 1152)

TUESDAY: BREAKFAST SCRAMBLE W/ROASTED \$4.49
VEGETABLES & CHEDDAR CHEESE (CAL - 654)
*SERVED WITH HASHBROWNS, BACON OR
SAUSAGE & TOAST OR ENGLISH MUFFIN*

WEDNESDAY: EGGS BENEDICT (CALORIES - 1235) \$3.99
SERVED WITH HASHBROWNS

THURSDAY: S.O.S (CALORIES - 674) \$4.49
OVER (2) TOAST OR BISCUITS W/HASH BROWNS

FRIDAY: MEXI SCRAMBLE W/CHORIZO, \$4.49
COTIJA CHEESE, PEPPERS, ONIONS (CAL - 704)
SERVED ON CORN TORTILLAS W/SALSA & SOUR CREAM

WEEK 1 - LUNCHES

MONDAY: ROASTED VEGETABLE LASAGNA \$5.99
SERVED W/GARLIC BREAD (CALORIES - 615)

TUESDAY: (2) BEEF OR CHICKEN SOFT TACOS \$4.49
SERVED WITH MEXI RICE & BEANS (CALORIES - 519)

WEDNESDAY: CURRIED CHICKEN OVER RICE \$5.99
SERVED WITH VEGETABLE EGG ROLL (CALORIES - 689)

THURSDAY: HOMESTYLE MEATLOAF (CAL - 903) \$5.99
W/MASHED POTATOES, VEGETABLE AND ROLL

FRIDAY: FISH & CHIPS W/COLESLAW (CAL - 1486) \$4.99



(H). Specials Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

WEEK 2 - BREAKFASTS

MONDAY: BLUEBERRY PANCAKES (CALORIES - 701) \$3.49
CHOICE OF BACON OR SAUSAGE

TUESDAY: DENVER SCRAMBLE W/HAM, \$4.49
CHEDDER, PEPPERS & ONIONS (CALORIES - 696)
*SERVED WITH HASHBROWNS, BACON OR
SAUSAGE & TOAST OR ENGLISH MUFFIN*

WEDNESDAY: 2 EGGS & CORNED BEEF HASH \$3.99
SERVED WITH HASHBROWNS (CALORIES - 649)

THURSDAY: S.O.S (CALORIES - 674) \$4.49
OVER (2) TOAST OR BISCUITS W/HASH BROWNS

FRIDAY: HUEVOS RANCHEROS (CALORIES - 553) \$4.49
SERVED ON CORN TORTILLAS W/SALSA & SOUR CREAM

WEEK 2 - LUNCHES

MONDAY: CHICKEN CORDON BLEU (CAL - 616) \$5.99
SERVED W/MASHED POTATOES, VEGETABLES & ROLL

TUESDAY: (2) BEEF OR CHICKEN SOFT TACOS \$4.49
SERVED WITH MEXI RICE & BEANS (CALORIES - 519)

WEDNESDAY: BBQ PORK SANDWICH \$3.99
SERVED WITH COLESLAW (CALORIES - 580)

THURSDAY: CHICKEN POT PIE (CALORIES - 579) \$3.99
W/DINNER ROLL

FRIDAY: SESAME GINGER SALMON (CALORIES - 824) \$5.99
W/STEAMED RICE



(H). Specials Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

WEEK 3 - BREAKFASTS

MONDAY: QUICHE LORAINÉ (CALORIES - 625) <i>W/HASHBROWNS</i>	\$3.49
TUESDAY: DILL SALMON SCRAMBLE (CAL - 615) <i>SERVED WITH HASHBROWNS & TOAST OR ENGLISH MUFFIN</i>	\$4.99
WEDNESDAY: CHIKEN FRIED STEAK & EGGS <i>SERVED WITH HASHBROWNS (CALORIES - 1200)</i>	\$4.49
THURSDAY: S.O.S (CALORIES - 674) <i>OVER (2) TOAST OR BISCUITS W/HASH BROWNS</i>	\$4.49
FRIDAY: BREAKFAST BURITTOS (CALORIES - 592) <i>W/HASHBROWNS, SALSA & SOUR CREAM</i>	\$3.99

WEEK 3 - LUNCHES

MONDAY: YANKEE POT ROAST (CALORIES - 770) <i>SERVED IN A BREAD BOWL</i>	\$5.99
TUESDAY: (2) BEEF OR CHICKEN SOFT TACOS <i>SERVED WITH MEXI RICE & BEANS (CALORIES - 519)</i>	\$4.49
WEDNESDAY: BBQ SOUTHER STYLE RIBS <i>SERVED WITH BAKED BEANS & COLESLAW (CAL - 1023)</i>	\$4.99
THURSDAY: FRIED CHICKEN (CALORIES - 679) <i>W/CORN ON THE COB, MASHED POTATOES & ROLL</i>	\$5.99
FRIDAY: SWEET & SOUR SHRIMP (CALORIES - 474) <i>W/STEAMED RICE & SPRING ROLL</i>	\$5.99



(H). Specials Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

WEEK 4 - BREAKFASTS

MONDAY: SMOKED SALMON BENEDICT (CAL - 1274) <i>W/CAPER HOLLANDAISE & HASHBROWNS</i>	\$4.99
TUESDAY: ITALIAN SAUSAGE SCRAMBLE (CAL - 684) <i>SERVED WITH HASHBROWNS & TOAST OR ENGLISH MUFFIN</i>	\$4.49
WEDNESDAY: FLAT IRON STEAK & EGGS (CAL - 655) <i>SERVED WITH HASHBROWNS & TOAST</i>	\$5.99
THURSDAY: S.O.S (CALORIES - 674) <i>OVER (2) TOAST OR BISCUITS W/HASH BROWNS</i>	\$4.49
FRIDAY: LOADED HASHBROWNS & EGGS (CAL - 648) <i>W/ONIONS, HAM, PEPPERS, CHEDDAR CHEESE & TOAST</i>	\$4.99

WEEK 4 - LUNCHES

MONDAY: CHICKEN ALFREDO PENNE PASTA <i>SERVED W/GARLIC BREAD (CALORIES - 716)</i>	\$4.49
TUESDAY: (2) BEEF OR CHICKEN SOFT TACOS <i>SERVED WITH MEXI RICE & BEANS (CALORIES - 519)</i>	\$4.49
WEDNESDAY: MEATBALL SUB & JOJOS (CAL - 897) <i>W/PARMESAN, ROASTED PEPPERS & ONIONS,</i>	\$4.99
THURSDAY: SEAFOOD MAC 'N CHEESE (CAL - 573) <i>W/ROASTED VEGETABLES & COUNTRY ROLL</i>	\$4.99
FRIDAY: CATFISH FRY (CALORIES - 858) <i>W/FRENCH FRIES & HUSH PUPPIES</i>	\$5.49



(H). Specials Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

SAMPLE HEALTHY OPTIONS

*IN ADDITION TO THE DAILY SALAD BAR OPTION, WE WILL
REGULARLY FEATURE SOME LOWER CALORIE, LOW SODIUM,
LOW FAT, GLUTEN FREE AND/OR MEATLESS SPECIAL OPTIONS.
ALL UNDER 500 CALORIES!!!

LEMON DILL BAKED SALMON (CALORIES - 444) \$6.49
SERVED W/FRESH ROASTED VEGETABLES & WILD RICE

GRILLED CHICKEN BREAST (CALORIES - 278) \$5.99
*SERVED W/ROASTED RED PEPPER COULIS, STEAMED
ASPARAGUS/ROSEMARY SCENTED COUSCOUS*

VEGETARIAN TOFU QUINOA BOWL (CALORIES - 327) \$5.99
(VEGAN/DAIRY FREE/GLUTEN FREE)

WHITE WINE GARLIC SHRIMP (CALORIES - 456) \$5.99
*SERVED W/WHOLE WHEAT FETTUCCINI/MIXED PEPPERS &
ONIONS*

SESAME GINGER PORK CHOP (CALORIES - 378) \$5.99
SERVED W/STEAMED RICE

GRILLED ROCKFISH TACOS (2) (CALORIES - 468) \$5.49
*SERVED W/MEXICAN SPICED BLACK BEANS/SHREDDED
CABBAGE/PICO DE GALLO/WHOLE WHEAT TORTILLAS*

TURKEY MEATLOAF (CALORIES - 362) \$6.49
*SERVED W/HEARTY MUSHROOM GRAVY, GREEN PEAS,
MASHED SWEET POTATOES*



(I). Snack Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

COFFEE - SMALL/MEDIUM/LARGE	\$.89/\$1.19/\$1.49
BOTTLED JUICE/V-8	\$1.49
LIPTON PURE LEAF TEA	\$2.49
SOBE/ROCKSTAR	\$2.99
GATORADE	\$1.99
FOUNTAIN SODA 16 OZ/24 OZ/32 OZ	\$1.29/1.49/1.69
BOTTLED WATER	\$1.29
BOTTLED SODA	\$1.49
ASSORTED PASTRIES/BAGELS/MUFFINS	\$1.99
ENGLISH MUFFINS (1)	\$.99
TOAST	\$.99
(BUTTER, JELLY, CREAM CHEESE OR PEANUT BUTTER)	\$.25*
*1ST ONE COMPLIMENTARY	
HARD BOILED EGG (2)	\$1.49
ASSORTED YOGURT	\$.99
ASSORTED CERAL	\$1.49
1/2 PINT MILK	\$.99
APPLE, BANANA OR ORANGE	\$.99
SALADS & SANDWICHES (GRAB & GO)	\$3.99
ASSORTED CHIPS	\$.99
POTATO OR MACARONI SALAD	\$.99
GOURMET COOKIES	\$1.29



(J). After Hours Menus

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

BOARD DINNER SAMPLE MENUS

~ MEDITERRANEAN ~

Pesto Stuffed Chicken Breast w/Roasted Red Pepper Coulis
Penne Pasta w/Alfredo Cream
Marinated Artichoke and Green Beans
Traditional Caesar Salad w/Housemade Croutons
Rustic Rolls & Butter

~ ALL AMERICAN ~

Sliced Prime Rib
Garlic Mashed Potatoes
Seasonal Vegetables
Gourmet Spring Mix Salad
Assorted Rustic Rolls w/Butter

~ NORTHWEST ~

Baked Salmon w/Lemon Dill Butter
Wild & Brown Rice Medley
Oven Roasted Squash, Zucchini & Mushrooms
Spinach, Parsley, Hazelnuts, Red Onions & Pears w/Vinaigrette
Rustic Rolls & Fresh Baked Flatbreads w/Butter

~ LASAGNA DUO ~

Meat Lasagna w/Homemade Tomato Sauce
Vegetable Lasagna w/Creamy Garlic Alfredo
Traditional Ratatouille
Fresh Tossed Caesar Salad w/Homemade Croutons
Breadsticks w/Garlic Butter

*Includes Mini Desserts

**Includes Staff Member onsite to Serve and Clean

\$19.99/pp (plus tax)



(J). After Hours Menus

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

EMERGENCY RESPONSE SAMPLE BREAKFAST MENUS

~ S.O.S ~

2 Biscuits

Seasoned Roasted Breakfast Potatoes
Assorted Muffins
Fresh Cut Fruit
Oatmeal w/Condiments
Coffee & Juice

~ Vegetable & Cheddar Scramble ~

Seasoned Roasted Breakfast Potatoes
Sausage Links
Breakfast Pastries
Fresh Cut Fruit
Oatmeal w/Condiments
Coffee & Juice

~ Waffles w/Maple Syrup ~

Bacon Strips
Coffee Cake
Seasoned Roasted Breakfast Potatoes
Fresh Cut Fruit
Oatmeal w/Condiments
Coffee & Juice

~ Sausage & Egg Breakfast Burritos ~

Breakfast Breads
Seasoned Roasted Breakfast Potatoes
Fresh Cut Fruit
Oatmeal w/Condiments
Coffee & Juice
\$9.99/pp (plus tax)



(J). After Hours Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

EMERGENCY RESPONSE SAMPLE DINNER MENUS

~ Meatloaf ~

Mashed Potatoes w/ Beef Gravy
Roasted Seasonal Vegetables
Country Rolls
Fresh Spring Mix Salad
House Baked Brownies
Assorted Cold Beverages & Coffee

~ Italian Meat Lasagna ~

Roasted Seasonal Vegetables
Garlic Bread
Caesar Salad
Fresh Baked Cookies
Assorted Cold Beverages & Coffee

~ Fried Chicken ~

Corn on the Cob
Mashed Potatoes w/Chicken Gravy
Country Rolls
Fresh Spring Mix Salad
Peach Cobbler
Assorted Cold Beverages & Coffee

~ BBQ Ribs ~

Mini BBQ Pork Sliders
Corn on the Cob
Baked Beans
Coleslaw
Corn Bread
Lemon Bars
Assorted Cold Beverages & Coffee
\$14.99/pp (plus tax)

(K). Meeting Menus

Below are some sample menu options for on-site staff meetings. The first menu is a list of potential a la carte offerings that can be picked up in the café or delivered by our staff. The second menu is a proposed selection of more hearty options that will be delivered and set up by our staff. This is not an exhaustive list of possibilities, our menus will evolve with the needs of the staff at TPU.

List of potential equipment needs for on-site staff meetings:

- 10 - chaffing dishes
- 12 - serving platters
- 12 - serving bowls
- 2 - rolling carts
- 1 - 8-foot prep table
- 2 - Coffee Cambros (5 gallon)
- 6 - Spouted Water/Juice Dispensers



(K). Meeting Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

A LA CARTE SNACKS & BEVERAGE

COFFEE - PUMP POT (SERVES 10)	\$10.00
COFFEE - LARGE DISPENSER (SERVES 60)	\$50.00
JUICE - SPOUTED CONTAINER (SERVES 40)	\$45.00
ICE TEA - SPOUTED CONTAINER (SERVES 40)	\$45.00
LEMONADE - SPOUTED CONTAINER (SERVES 40)	\$40.00
BOTTLED JUICE	\$1.49
LIPTON PURE LEAF TEA	\$2.49
SOBE/ROCKSTAR	\$2.99
GATORADE	\$1.99
BOTTLED WATER	\$1.29
BOTTLED SODA	\$1.49
ASSORTED PASTRIES/BAGELS/MUFFINS	\$1.99
HARD BOILED EGGS (2/PP)	\$1.49
ASSORTED YOGURT	\$0.99
1/2 PINT MILK	\$0.99
APPLE, BANANA OR ORANGE	\$0.99
ASSORTED CHIPS	\$0.99
GOURMET COOKIES	\$1.29
BROWNIE/DESSERT BARS	\$1.79



(K). Meeting Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

BREAKFASTS

CONTINENTAL BREAKFAST: \$4.99
*INCLUDES: COFFEE/JUICE/ICE WATER/CUT FRUIT/
MUFFINS & PASTRIES*

DENVER SCRAMBLE W/HAM, CHEDDER, PEPPERS & ONIONS: \$6.99
*INCLUDES: POTATOES O'BRIEN/SAUSAGE/ENGLISH MUFFINS
COFFEE/ JUICE/ICE WATER*

BREAKFAST SANDWICHES: \$4.99
*INCLUDES: COFFEE/JUICE/LEMON WATER/HASH BROWN
PATTIES*

SNACKS

AFTERNOON BREAK: \$4.99
INCLUDES: COFFEE/SODAS/ICE WATER/COOKIES/SNACK MIX

LUNCHES

DELI TRAYS: \$6.49
*INCLUDES: ASSORTED SANDWICHES (BEEF, TURKEY & HAM)/
SPREADS/CHIPS/POTATO SALAD/COOKIES/SODA/ICE WATER*

CHICKEN PENNE PASTA ALFREDO: \$6.99
*INCLUDES: CAESAR SALAD/GARLIC BREAD/SODAS/ICE
WATER/BROWNIES*

FAJITA BAR: \$7.49
*INCLUDES: SEASONED BEEF & CHICKEN /REFRIED BEANS/
MEXICAN FIESTA RICE/SHREDDED LETTUCE/SALSA/SOUR
CREAM/SALSA/CHEESE/SODAS/ICE WATER/CHURROS*



(K). Meeting Menu

Manager: Cedric Jackson
253-502-8179

TPUcafeteria@ci.tacoma.wa.us

BOXED LUNCHES

ALL BOXED LUNCHES INCLUDE:

SANDWICH OR SALAD/BOTTLED WATER/ BAG OF CHIPS/
WHOLE FRUIT/COOKIE

SALAD CHOICES:

TURKEY COBB - TURKEY BREAST/CRUMBLED BLEU CHEESE/BACON
BITS/DICED TOMATOES/HARD BOILED EGG W/ BLEU CHEESE DRESSING
ASIAN CHICKEN OR SHRIMP - MARINATED IN SWEET CHILI SAUCE/
MANDARIN ORANGE SECTIONS/WONTON STRIPS/ALMONDS/RED PEPPER
W/ SESAME GINGER DRESSING
CHICKEN OR SHRIMP CAESAR - SERVED ON CHOPPED ROMAINE/
PARMESEAN CHEESE/LEMON WEDGE/CROUTONS W/ CAESAR DRESSING
GOURMET TURKEY - TURKEY BREAST/WALNUTS/DICED TOMATOES/
CRUMBLED BLEU/CRAISINS W/ BALSAMIC DRESSING

SANDWICH CHOICES:

TURKEY & CHEDDAR
HAM & SWISS
ROAST BEEF & PEPPER JACK
FIESTA CHICKEN WRAP
GREEK VEGETARIAN WRAP

\$9.99/pp (plus tax)

(L). Maintaining & Increasing Employee Use of Café Services

The components of maintaining and increasing employee usage of the café services are focusing on food quality, customer service and marketing in an effort to develop a strong long term relationship with TPU's employees.

Great flavor is always the first goal, and this has been the cornerstone of our continuing success. Our customers can always be assured that they will receive fresh, great tasting, healthful meals. With our decades of combined experience, we have developed many close relationships with the best food purveyors in the Northwest. These relationships help us develop delicious new ideas and keep us up to date on the latest trends in the food world. This is a formula for food that is consistently of the highest quality and will keep our offerings new and exciting without leaving behind everyone's traditional favorites.

Whether it's flipping a pancake, pouring a cup of coffee or delivering snacks for an afternoon meeting, every team member that interacts with a customer is the face of our company. Our recruitment, hiring and training practices emphasize giving our customers a great experience. All of our staff members have a genuine passion for food service, and it shows.

Our marketing plan is to utilize U-Net and the company news letter to keep the employees informed about the latest specials and newest developments at Core Cafe. We also want to become a more visible part of the TPU community by providing additional signage at the various nearby buildings to make the employees more aware of our café and catering offerings. We will emphasize our ability to offer quality alternative to outside food vendors.

(L). Maintaining & Increasing Employee Use of Café Services

Consistent great food, friendly service and communication are the formula for establishing a great long-term relationship between Jònz and Tacoma Public Utilities.

(M). Additional Considerations

The most compelling reason to choose Jònz to manage the café is that we are a proven commodity. Having run the Core Café at TPU for nearly 2 months, we have already established a relationship with the employees at TPU and are widely recognized for the quality food and customer service being provided, even with limited menus and staff. From day one, TPU employees have been encouraged to provide feedback to their management through the comment box and email. We have been given access to each written comment on a weekly basis and it has been overwhelmingly positive. In our staff's daily interaction with the employees the universal sentiment is that they would like to make this relationship permanent.

We are very excited about the opportunity to provide full breakfast, lunch and catering services to the great people at Tacoma Public Utilities.



REQUEST FOR PROPOSALS PG14-0041F
CAFETERIA FOOD SERVICES

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities, Administration North Building, Main Floor, 3628 South 35th Street, Tacoma, Washington 98409. See Request for Proposals page near the beginning of the specification for additional details.

REQUEST FOR PROPOSALS SPECIFICATION NO. PG14-0041F
CAFETERIA FOOD SERVICES

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not therein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that aid bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Jojo Catering & Event Concepts, Inc.
Bidder/Proposer's Registered Name
1905 2nd Avenue NW Ste 100
Address
Tacoma WA 98403
City, State, Size
info@jojocatering.com
E-mail Address
71-0444757
E.I. No. (Federal Social Security Number Used on Quarterly Federal Tax Return, U. S. Treasury Dept. Form 941)
253-274-0443
(Area Code) Telephone Number/Fax Number
602-905-870
State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number
State Contractor's License Number (if applicable)
(See Ch 18.27, R.C.W.)

ADDENDA ACKNOWLEDGEMENT: #1 #2 #3 #4 #5

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH SUBMITTAL.

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.44.100)

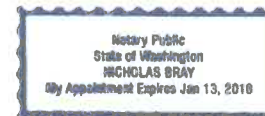
State of Washington }
County of Pierce } ss.

I certify that I know or have satisfactory evidence that David B. Daqley
Name of Signer

is the person who appeared before me, and said
person acknowledged that he/she signed this
instrument and acknowledged it to be his/her
free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: March 10 2014
Month/Day/Year

[Signature]
Signature of Notarizing Officer



Notary Public
Title (Such as "Notary Public")

My appointment expires
Jan 13 2018
Month/Day/Year of Appointment Expiration

Place Notary Seal and/or Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Request for Proposals PG14-0041F

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____





RESOLUTION NO. U-11115

1 A RESOLUTION relating to Tacoma Water, authorizing participation in a
2 Public Works Department contract, replacing concrete panels resulting
3 from the Lead Gooseneck Replacement Plan.

4 WHEREAS Tacoma Public Utilities, Water Division (d.b.a. "Tacoma
5 Water"), requests authorization to participate in the City of Tacoma,
6 Department of Public Works ("Public Works") contract for the Initiative
7 Package #26 Project ("Project"), to replace approximately 129 concrete panels
8 that need to be replace due to the Lead Gooseneck Replacement Plan, and

9 WHEREAS in 2017, Tacoma Water implemented the Lead Gooseneck
10 Replacement Plan, which will replace or confirm the replacement of more than
11 1,200 potential lead goosenecks throughout the Tacoma Water system, and

12 WHEREAS the replacement work associated with the Lead Gooseneck
13 Replacement Plan requires the excavation and restoration of asphalt and
14 concrete streets, and

15 WHEREAS the estimated contract cost to complete the Tacoma Water
16 replacement work for the 129 concrete panels is \$1,359,673, plus a 15
17 percent contingency, for an aggregate total of \$1,563,624 plus applicable
18 taxes, and

19 WHEREAS it is in the best interest of the utility and its customers for
20 the project partnership to improve project delivery, reduce project costs,
21 mitigate future risks, and consolidate construction disturbance to residents
22 and businesses; Now, Therefore,
23
24
25
26



BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

Tacoma Water is hereby authorized to participate in the City of Tacoma Department of Public Works Initiative Package #26 contract, in the amount of \$1,359,673, plus a 15 percent contingency, for an aggregate total of \$1,563,624 plus applicable taxes, to replace 129 concrete panels and the appropriate officers of the City are authorized to approve the Project contract documents in a form as approved by the City Attorney.

Approved as to form:

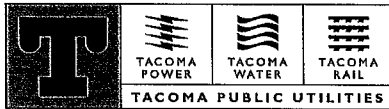
Chair


Chief Deputy City Attorney

Secretary

Clerk

Adopted



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Ryan Flynn, Interim Division Manager, Tacoma Water *RFF*
MEETING DATE: October 23rd, 2019
DATE: October 7th, 2019

SUMMARY:

Authorize Tacoma Water to participate in the City of Tacoma, Department of Public Works Streets Initiative Package #26 contract. Through participation in Streets Initiative Package #26, Tacoma Water will replace 129 concrete panels resulting from the Lead Gooseneck Replacement Plan. The Tacoma Water portion of the project cost is \$1,563,624.00 plus applicable taxes.

Tacoma Water believes it is in the best interest of the utility and its customers to include the concrete panel replacement work resulting from the Lead Gooseneck Replacement Plan in the Public Works project. Project partnership will improve project delivery, reduce project costs, mitigate future risks, and consolidate construction disturbance to residents and businesses.

BACKGROUND:

For background information regarding the Public Works portion of the project please refer to the Contract and Award Letter.

In 2017, Tacoma Water implemented the Lead Gooseneck Replacement Plan, which will replace or confirm the replacement of more than 1,200 potential lead goosenecks throughout the Tacoma Water system. In order to perform replacement work it is necessary to excavate and restore asphalt and concrete streets.

Tacoma Water is required to restore 129 concrete panels associated with the replacement of lead goosenecks, in accordance with the City of Tacoma Right of Way Restoration Policy.

The City of Tacoma, Department of Public Works has agreed to include the replacement of the 129 concrete panels in Street Initiative Package #26. The estimated contract cost to complete the Tacoma Water work is \$1,359,673.00, plus a 15 percent contingency for an aggregate total of \$1,563,624.00 plus applicable taxes.

ISSUE: Tacoma Water is required to replace 129 concrete panels, as a result of replacing lead gooseneck water services.

ALTERNATIVES: Tacoma Water could issue a separate contract for the replacement of concrete panels, but would lose some of the pricing benefits of participating in a larger volume contract.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No



Board Action Memorandum

ATTACHMENTS: Agreement for Streets Initiative Package #26
Contract and Award Letter
Bid Tabulation

CONTACT: Deanna Pollard, Management Analyst II, 253-502-8699
Ryan Flynn, Interim Division Manager, 253-396-3111

MEMORANDUM



Date: September 4, 2019

To: Chris Larson, P.E., Division Manager, Public Works Engineering Division
Ryan Flynn, P.E., Interim Division Manager, Tacoma Public Utilities, Water Distribution Engineering

From: Erik Sloan, Pavement Manager, Public Works Engineering Division
Deanna Pollard, Management Analyst II, Tacoma Public Utilities, Water Distribution Operations

Subject: Agreement for Streets Initiative Package #26

Tacoma Public Works, Engineering Division and Tacoma Public Utilities, Water Distribution Engineering (Water), will be collaborating to replace concrete panels citywide. All work associated with concrete panel replacement due to Water's lead gooseneck replacement project will be paid for by Water.

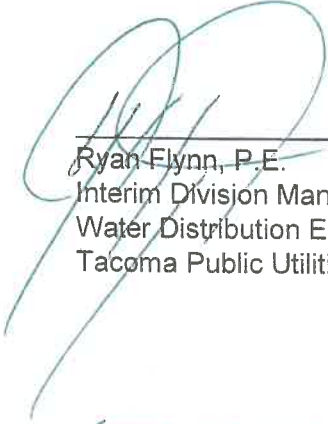
The following bullets summarize construction cost allocations for the project and other commitments.

- Water will pay for actual construction costs associated with replacement of the 129 panel locations (Attachment 01) where lead goosenecks have already been replaced under concrete panels. The cost of this task is estimated to be \$1,873,503, plus sales tax, based on bid prices for removal of concrete panels, replacement of concrete panels, traffic control, striping, and curb replacement. All additional work required to complete Attachment 01 work will be invoiced based on actual costs and paid by Water. It is anticipated there may be additional mobilization costs and possibly other costs.
- Water agrees to pay all Public Works staff time associated with this project directly related to the concrete panels listed in Attachment 01. This will include time for project management, construction management, and inspection services related to this work. Public Works staff time to manage Attachment 01 work is estimated to be \$160,000.
- Water agrees to pay all Water labor costs.
- Water agrees to pay all costs associated with outside invoices required for the portion of work included in Attachment 01 such as materials testing.

- The above work will be billed to a WTR number provided by Water to Public Works.

Water will be included and fully involved in the initiation, and discussion of change orders, or change of scope pertaining to Attachment 01 work. Any change orders, or change of scope for Attachment 01 will be reviewed and approved by Water.


We look forward to continuing our spirit of coordination and cooperation to accomplish this and future projects of mutual benefit to the citizens of Tacoma, Water, and Public Works. By signature, please indicate your approval to proceed with this joint project.



Ryan Flynn, P.E.
Interim Division Manager,
Water Distribution Engineering
Tacoma Public Utilities

SEPTEMBER 11, 2019

Date



Chris Larson, P.E.
Division Manager, Engineering Division
Public Works

9/12/19

Date

Cc: Sue O'Neill, Public Works, Engineering Division
Ebony Peebles, Public Works, Director's Office
Tina Dunn, Public Works, Engineering Division
Chris Storey, Public Works, Engineering Division
Jon Kulju, Public Works, Engineering Division
Emilee Sibbett, Tacoma Public Utilities, Finance Utilities Accounting



TO: Board of Contracts and Awards
FROM: Kurtis D. Kingsolver, P.E., Director/City Engineer, Public Works
Chris Storey, Engineering Project Manager, Public Works
COPY: City Council, City Manager, City Clerk, SBE Coordinator, LEAP Coordinator, and
Doreen Klaaskate, Finance/Purchasing
SUBJECT: Streets Initiative Package #26
Request for Bids Specification No. PW19-0201F – [Requested City Council Date]
DATE: October 7, 2019

RECOMMENDATION SUMMARY:

The Public Works Department recommends a contract be awarded to Global Contractors, LLC, Eatonville, WA, for the replacement of damaged concrete panels, sidewalk and ADA ramps in the amount of \$3,414,174.00 inclusive of Additive A, plus a 15% contingency, for a cumulative total of \$3,926,300.00, plus applicable taxes.

STRATEGIC POLICY PRIORITY:

- Strengthen and support a safe city with healthy residents.
- Assure outstanding stewardship of the natural and built environment.

This project will improve the roadway infrastructure by providing a safer driving surface for vehicles and bicycles; add and replace sidewalks, curb ramps, curb and gutter, striping and other improvements as needed; and repair concrete panels where Tacoma Water maintenance work was completed.

BACKGROUND:

The citizens of Tacoma approved the Street Initiatives (Proposition A and Proposition No. 3) in November 2015, approving funding to repair and improve City streets. The 2015 Voted Street Initiative Fund 1085 was created and approved by the City Council under Ordinance No. 28344 on February 9, 2016. This fund provides for arterial street improvements, non-motorized improvements, and residential street repairs.

ISSUE: The project will remove and replace damaged concrete panels on numerous streets along with damaged sidewalk panels in various locations throughout the City. The project will also replace the necessary curb ramps in association with the panels and make subgrade repairs as determined necessary in the field.

ALTERNATIVES: The alternative is to not award the contract. Not completing these improvements would not meet the intent of the voter-approved initiative.

COMPETITIVE SOLICITATION:

Request for Bids Specification No. PW19-0201F was opened September 24, 2019. Three companies were invited to bid in addition to normal advertising of the project. Eleven submittals were received. Global Contractors, LLC submitted a bid that resulted in the lowest evaluated



submittal after consideration of SBE participation goals. The table below reflects the amount of the base award.

<u>Respondent (RFB)</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
Global Contractors, LLC	Eatonville, WA	\$3,414,174.00	\$3,414,174.00
Sound Pacific Construction	Gig Harbor, WA	\$3,570,337.00	\$3,570,337.00
Pivetta Brothers Construction Inc.	Sumner, WA	\$3,790,408.99	\$3,790,408.99
Miles Resources, LLC	Puyallup, WA	\$3,841,387.00	\$3,841,387.00
R.L. Alia Company	Renton, WA	\$3,949,910.00	\$3,949,910.00
Northwest Cascade, Inc.	Tacoma, WA	\$4,177,188.00	\$4,177,188.00
Westwater Construction Company	Renton, WA	\$4,283,505.00	\$4,283,505.00
C.A. Carey Corporation	Issaquah, WA	\$4,420,594.00	\$4,420,594.00
Active Construction Inc.	Puyallup, WA	\$4,624,624.00	\$4,624,624.00
Ceccanti Inc.	Tacoma, WA	\$4,583,491.00	\$4,583,491.00
Johansen Construction Company	Buckley, WA	\$5,473,094.00	\$5,473,094.00

Pre-bid Estimate: \$4,239,277.50

The recommended award is 19.5 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract.

SUSTAINABILITY: The project will improve the City's infrastructure and safety of residents by replacing damaged concrete panels for motorized travel. ADA curb ramps will be installed as part of the contract addressing social equity factors including ergonomic and human health impacts.

SBE/LEAP COMPLIANCE: The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated [insert date of SBE memo]. The SBE goal for this project is 22 percent. The SBE participation level of the recommended contractor is 98 percent. Global Contractors, LLC submitted the lowest evaluated bid per the SBE Regulation requirements. The Local Employment and Apprenticeship Training Program (LEAP) goal is 15 percent.

FISCAL IMPACT:



EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
1085 PW Streets Initiative Fund	PWK-00434-26	5330100	\$2,576,627.00
4600 13-WC 2013 Bond Fund	WTR-00520-03-04	5330100	\$1,359,673.00
TOTAL			\$3,926,300.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Streets Initiative Revenues	663020	Various	\$2,556,051.00
Pierce Transit			\$ 10,576.00
4600 13-WC 2013 Bond Fund	586313	6311163	\$1,359,673.00
TOTAL			\$3,926,300.00

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$3,926,300.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

10/2/2019

City of Tacoma
Construction Division
Bid Tabulation

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

Item	Description	Unit	Quantity	ENGINEER'S ESTIMATE		Low Bidder Global Contractors, LLC		#2 Bidder Sound Pacific Construction		#3 Bidder Pivetta Brothers Construction Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Uniformed Police Officer for Traffic Control, per hour	HR	80	\$105.00	\$8,400.00	\$100.00	\$8,000.00	\$90.00	\$7,200.00	\$120.00	\$9,600.00
2	Arterial Site Temporary Traffic Control, per each work site	EA	136	\$1,750.00	\$238,000.00	\$800.00	\$108,800.00	\$3,200.00	\$435,200.00	\$2,200.00	\$299,200.00
3	Residential Site Temporary Traffic Control, per each work site	EA	114	\$1,000.00	\$114,000.00	\$800.00	\$91,200.00	\$1,400.00	\$159,600.00	\$1,305.00	\$148,770.00
4	Roadway Excavation Incl. Haul, per cubic yard	CY	245	\$65.50	\$16,047.50	\$60.00	\$14,700.00	\$43.00	\$10,535.00	\$96.05	\$23,532.25
5	Roadway Excavation of Contaminated Material, Incl. Haul, per cubic yard	CY	89	\$125.00	\$11,125.00	\$100.00	\$8,900.00	\$120.00	\$10,680.00	\$280.00	\$24,920.00
6	yard	SY	10,249	\$45.00	\$461,205.00	\$60.00	\$614,940.00	\$29.00	\$297,221.00	\$51.25	\$525,261.25
7	yard	SY	3,049	\$40.00	\$121,960.00	\$45.00	\$137,205.00	\$22.00	\$67,078.00	\$13.00	\$39,637.00
8	Remove Existing Pavement, Type I, Class A, per square yard	SY	1,853	\$40.00	\$74,120.00	\$45.00	\$83,385.00	\$39.00	\$72,267.00	\$48.50	\$89,870.50
9	Remove Curb, per linear foot	LF	4,309	\$15.00	\$64,635.00	\$10.00	\$43,090.00	\$4.00	\$17,236.00	\$9.15	\$39,427.35
10	Remove Catch Basin, per each	EA	63	\$500.00	\$31,500.00	\$500.00	\$31,500.00	\$600.00	\$37,800.00	\$570.00	\$35,910.00
11	Crushed Surfacing Top Course, per ton	TN	200	\$50.00	\$10,000.00	\$70.00	\$14,000.00	\$50.00	\$10,000.00	\$86.25	\$17,250.00
12	Crushed Surfacing Base Course, per ton	TN	100	\$50.00	\$5,000.00	\$70.00	\$7,000.00	\$50.00	\$5,000.00	\$99.50	\$9,950.00
13	Cold Plant Mix for Temporary Pavement Patch, per ton	TN	20	\$200.00	\$4,000.00	\$150.00	\$3,000.00	\$260.00	\$5,200.00	\$895.00	\$17,900.00
14	HMA Cl. 1/2" PG 58H-22, per ton	TN	292	\$300.00	\$87,600.00	\$250.00	\$73,000.00	\$305.00	\$89,060.00	\$256.50	\$74,898.00
15	Cement Conc. Pavement, 7-Inch Section, per square yard	SY	10,247	\$130.00	\$1,332,110.00	\$72.00	\$737,784.00	\$75.00	\$768,525.00	\$84.10	\$861,772.70
16	Adjust Existing Valve Chamber to Grade, per each	EA	11	\$400.00	\$4,400.00	\$500.00	\$5,500.00	\$800.00	\$8,800.00	\$400.00	\$4,400.00
17	Adjust Existing Catch Basin, per each	EA	25	\$1,000.00	\$25,000.00	\$500.00	\$12,500.00	\$900.00	\$22,500.00	\$460.00	\$11,500.00
18	Adjust Existing Manhole, per each	EA	20	\$2,000.00	\$40,000.00	\$800.00	\$16,000.00	\$900.00	\$18,000.00	\$460.00	\$9,200.00
19	Catch Basin Type 1, per each	EA	63	\$1,800.00	\$113,400.00	\$2,000.00	\$126,000.00	\$1,200.00	\$75,600.00	\$1,630.85	\$102,743.55
20	D.I. Culvert Pipe, 8-In. Diam., per linear foot.	LF	15	\$200.00	\$3,000.00	\$200.00	\$3,000.00	\$110.00	\$1,650.00	\$410.00	\$6,150.00
21	Reconnect Existing Sewer Pipe, -In. Diam., to New Structure, per each	EA	57	\$1,000.00	\$57,000.00	\$500.00	\$28,500.00	\$2,000.00	\$114,000.00	\$735.00	\$41,895.00
22	Inlet Protection, per each	EA	76	\$200.00	\$15,200.00	\$50.00	\$3,800.00	\$75.00	\$5,700.00	\$57.00	\$4,332.00
23	Wattle, per linear foot	LF	125	\$2.00	\$250.00	\$10.00	\$1,250.00	\$4.00	\$500.00	\$8.50	\$1,062.50
24	Cement Conc. Traffic Curb and Gutter, per linear foot	LF	4,411	\$45.00	\$198,495.00	\$50.00	\$220,550.00	\$35.00	\$154,385.00	\$36.22	\$159,766.42
25	Poured Monument, per each	EA	3	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$855.00	\$2,565.00
26	Cement Conc. Curb Ramp, per each	EA	181	\$3,000.00	\$543,000.00	\$2,000.00	\$362,000.00	\$2,250.00	\$407,250.00	\$1,912.58	\$346,176.98
27	Cement Conc. Sidewalk, per square yard	SY	759	\$90.00	\$68,310.00	\$63.00	\$47,817.00	\$63.00	\$47,817.00	\$43.06	\$32,682.54
28	Paint Line, per linear foot	LF	12	\$15.00	\$180.00	\$20.00	\$240.00	\$35.00	\$420.00	\$114.00	\$1,368.00
29	Plastic Line, per linear foot	LF	1,400	\$5.00	\$7,000.00	\$5.00	\$7,000.00	\$9.00	\$12,600.00	\$20.00	\$28,000.00
ROADWAY AND STORMWATER IMPROVEMENTS TOTAL (R1-R29)					\$3,660,937.50		\$2,813,661.00		\$2,867,824.00		\$2,969,741.04

10/2/2019

City of Tacoma
Construction Division
Bid Tabulation

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

				ENGINEER'S ESTIMATE		Low Bidder Global Contractors, LLC		#2 Bidder Sound Pacific Construction		#3 Bidder Pivetta Brothers Construction Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE L: LUMP SUM ITEMS FOR ROADWAY & STORMWATER IMPROVEMENTS											
1	SPCC Plan, lump sum	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$59,230.00	\$59,230.00
2	Mobilization, lump sum	LS	1	\$150,000.00	\$150,000.00	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00	\$298,000.00	\$298,000.00
3	Site Health and Safety Plan, per lump sum.	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$59,230.00	\$59,230.00
4	Soil Management Plan, per lump sum	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,725.00	\$1,725.00
5	Stormwater Pollution Prevention Plan (SWPPP), lump sum	LS	1	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,725.00	\$1,725.00
LUMP SUM ITEMS TOTAL (L1-L5)					\$154,750.00		\$204,500.00		\$304,000.00		\$419,910.00
SCHEDULE FA: FORCE ACCOUNT ITEMS FOR ROADWAY & STORMWATER IMPROVEMENTS											
1	Certified Arborist Assessment Report Compliance, by Force Account	FA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	Erosion/Water Pollution Control, by Force Account as provided in Section 1-09.6	FA	1	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
3	Field Design, by Force Account	FA	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
4	Minor Changes, by Estimated Cost	EST	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FORCE ACCOUNT ITEMS TOTAL (FA1-FA4)					\$335,000.00		\$335,000.00		\$335,000.00		\$335,000.00
SCHEDULE A: ADDITIVE CEMENT CONCRETE SIDEWALK & CEMENT CONCRETE CURB RAMPS											
A1	Cement Conc. Sidewalk 22 locations	SY	651	\$90.00	\$58,590.00	\$63.00	\$41,013.00	\$63.00	\$41,013.00	\$65.45	\$42,607.95
A2	Cement Conc. Curb Ramp 2 locations	EA	10	3,000.00	\$30,000.00	\$2,000.00	\$20,000.00	\$2,250.00	\$22,500.00	\$2,315.00	\$23,150.00
SCHEDULE A ITEMS TOTAL (A1-A2)					\$88,590.00		\$61,013.00		\$63,513.00		\$65,757.95
TOTAL BASE BID					\$4,150,687.50		\$3,353,161.00		\$3,506,824.00		\$3,724,651.04
BASE BID + ADDITIVE					\$4,239,277.50		\$3,414,174.00		\$3,570,337.00		\$3,790,408.99
SBE TOTAL BASE BID (LESS FA)					\$3,815,687.50		\$3,018,161.00		\$3,171,824.00		\$3,389,651.04
SBE TOTAL BASE BID+ADDITIVE (LESS FA)					\$3,904,277.50		\$3,079,174.00		\$3,235,337.00		\$3,455,408.99

* Correction made to Bid Item Total and/or Bid Total Amount

**City of Tacoma
Construction Division
Bid Tabulation**

Description: Streets Initiative Package #26

Specification No.: PW19-0201F

Bid Opening: 10/1/19

				#4 Bidder Miles Resources, LLC		#5 Bidder R.L. Alia Company		#6 Bidder Northwest Cascade, Inc.		#7 Bidder Westwater Construction Company	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Uniformed Police Officer for Traffic Control, per hour	HR	80	\$155.00	\$12,400.00	\$120.00	\$9,600.00	\$110.00	\$8,800.00	\$150.00	\$12,000.00
2	Arterial Site Temporary Traffic Control, per each work site	EA	136	\$2,620.00	\$356,320.00	\$2,000.00	\$272,000.00	\$4,550.00	\$618,800.00	\$2,000.00	\$272,000.00
3	Residential Site Temporary Traffic Control, per each work site	EA	114	\$1,840.00	\$209,760.00	\$500.00	\$57,000.00	\$2,100.00	\$239,400.00	\$1,500.00	\$171,000.00
4	Roadway Excavation Incl. Haul, per cubic yard	CY	245	\$140.00	\$34,300.00	\$100.00	\$24,500.00	\$115.00	\$28,175.00	\$50.00	\$12,250.00
5	Roadway Excavation of Contaminated Material, Incl. Haul, per cubic yard	CY	89	\$205.00	\$18,245.00	\$175.00	\$15,575.00	\$165.00	\$14,685.00	\$350.00	\$31,150.00
6	yard	SY	10,249	\$48.20	\$494,001.80	\$30.00	\$307,470.00	\$28.50	\$292,096.50	\$45.00	\$461,205.00
7	yard	SY	3,049	\$66.30	\$202,148.70	\$30.00	\$91,470.00	\$14.25	\$43,448.25	\$35.00	\$106,715.00
8	Remove Existing Pavement, Type I, Class A, per square yard	SY	1,853	\$51.40	\$95,244.20	\$30.00	\$55,590.00	\$11.25	\$20,846.25	\$45.00	\$83,385.00
9	Remove Curb, per linear foot	LF	4,309	\$19.70	\$84,887.30	\$10.00	\$43,090.00	\$6.00	\$25,854.00	\$10.00	\$43,090.00
10	Remove Catch Basin, per each	EA	63	\$410.00	\$25,830.00	\$1,000.00	\$63,000.00	\$325.00	\$20,475.00	\$100.00	\$6,300.00
11	Crushed Surfacing Top Course, per ton	TN	200	\$92.10	\$18,420.00	\$100.00	\$20,000.00	\$55.00	\$11,000.00	\$50.00	\$10,000.00
12	Crushed Surfacing Base Course, per ton	TN	100	\$110.00	\$11,000.00	\$100.00	\$10,000.00	\$55.00	\$5,500.00	\$50.00	\$5,000.00
13	Cold Plant Mix for Temporary Pavement Patch, per ton	TN	20	\$385.00	\$7,700.00	\$300.00	\$6,000.00	\$275.00	\$5,500.00	\$200.00	\$4,000.00
14	HMA Cl. 1/2" PG 58H-22, per ton	TN	292	\$235.00	\$68,620.00	\$300.00	\$87,600.00	\$245.00	\$71,540.00	\$350.00	\$102,200.00
15	Cement Conc. Pavement, 7-Inch Section, per square yard	SY	10,247	\$79.00	\$809,513.00	\$95.00	\$973,465.00	\$88.00	\$901,736.00	\$120.00	\$1,229,640.00
16	Adjust Existing Valve Chamber to Grade, per each	EA	11	\$850.00	\$9,350.00	\$1,000.00	\$11,000.00	\$375.00	\$4,125.00	\$500.00	\$5,500.00
17	Adjust Existing Catch Basin, per each	EA	25	\$1,160.00	\$29,000.00	\$500.00	\$12,500.00	\$600.00	\$15,000.00	\$500.00	\$12,500.00
18	Adjust Existing Manhole, per each	EA	20	\$1,160.00	\$23,200.00	\$500.00	\$10,000.00	\$375.00	\$7,500.00	\$500.00	\$10,000.00
19	Catch Basin Type 1, per each	EA	63	\$1,480.00	\$93,240.00	\$2,000.00	\$126,000.00	\$1,350.00	\$85,050.00	\$2,000.00	\$126,000.00
20	D.I. Culvert Pipe, 8-In. Diam., per linear foot.	LF	15	\$170.00	\$2,550.00	\$300.00	\$4,500.00	\$162.00	\$2,430.00	\$200.00	\$3,000.00
21	Reconnect Existing Sewer Pipe, -In. Diam., to New Structure, per each	EA	57	\$2,110.00	\$120,270.00	\$3,000.00	\$171,000.00	\$1,725.00	\$98,325.00	\$2,000.00	\$114,000.00
22	Inlet Protection, per each	EA	76	\$120.00	\$9,120.00	\$50.00	\$3,800.00	\$50.00	\$3,800.00	\$75.00	\$5,700.00
23	Wattle, per linear foot	LF	125	\$20.60	\$2,575.00	\$20.00	\$2,500.00	\$4.00	\$500.00	\$5.00	\$625.00
24	Cement Conc. Traffic Curb and Gutter, per linear foot	LF	4,411	\$36.00	\$158,796.00	\$50.00	\$220,550.00	\$46.00	\$202,906.00	\$30.00	\$132,330.00
25	Poured Monument, per each	EA	3	\$905.00	\$2,715.00	\$2,000.00	\$6,000.00	\$1,150.00	\$3,450.00	\$3,000.00	\$9,000.00
26	Cement Conc. Curb Ramp, per each	EA	181	\$1,900.00	\$343,900.00	\$3,000.00	\$543,000.00	\$2,600.00	\$470,600.00	\$2,000.00	\$362,000.00
27	Cement Conc. Sidewalk, per square yard	SY	759	\$42.80	\$32,485.20	\$50.00	\$37,950.00	\$65.00	\$49,335.00	\$85.00	\$64,515.00
28	Paint Line, per linear foot	LF	12	\$34.00	\$408.00	\$100.00	\$1,200.00	\$33.00	\$396.00	\$100.00	\$1,200.00
29	Plastic Line, per linear foot	LF	1,400	\$9.00	\$12,600.00	\$10.00	\$14,000.00	\$9.00	\$12,600.00	\$10.00	\$14,000.00
ROADWAY AND STORMWATER IMPROVEMENTS TOTAL (R1-R29)					\$3,288,599.20		\$3,200,360.00		\$3,263,873.00		\$3,410,305.00

10/2/2019

**City of Tacoma
Construction Division
Bid Tabulation**

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

				#4 Bidder Miles Resources, LLC		#5 Bidder R.L. Alia Company		#6 Bidder Northwest Cascade, Inc.		#7 Bidder Westwater Construction Company	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE L: LUMP SUM ITEMS FOR ROADWAY & STORMWATER IMPROVEMENT											
1	SPCC Plan, lump sum	LS	1	\$955.00	\$955.00	\$500.00	\$500.00	\$33,500.00	\$33,500.00	\$1,000.00	\$1,000.00
2	Mobilization, lump sum	LS	1	\$158,500.00	\$158,500.00	\$350,000.00	\$350,000.00	\$417,000.00	\$417,000.00	\$370,000.00	\$370,000.00
3	Site Health and Safety Plan, per lump sum.	LS	1	\$9,560.00	\$9,560.00	\$500.00	\$500.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
4	Soil Management Plan, per lump sum	LS	1	\$955.00	\$955.00	\$500.00	\$500.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
5	Stormwater Pollution Prevention Plan (SWPPP), lump sum	LS	1	\$955.00	\$955.00	\$500.00	\$500.00	\$47,500.00	\$47,500.00	\$1,000.00	\$1,000.00
LUMP SUM ITEMS TOTAL (L1-L5)					\$170,925.00		\$352,000.00		\$510,000.00		\$374,000.00
SCHEDULE FA: FORCE ACCOUNT ITEMS FOR ROADWAY & STORMWATER IMPROVEMENT											
1	Certified Arborist Assessment Report Compliance, by Force Account	FA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	Erosion/Water Pollution Control, by Force Account as provided in Section 1-09.6	FA	1	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
3	Field Design, by Force Account	FA	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
4	Minor Changes, by Estimated Cost	EST	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FORCE ACCOUNT ITEMS TOTAL (FA1-FA4)					\$335,000.00		\$335,000.00		\$335,000.00		\$335,000.00
SCHEDULE A: ADDITIVE CEMENT CONCRETE SIDEWALK & CEMENT CONCRETE CURB											
A1	Cement Conc. Sidewalk 22 locations	SY	651	\$42.80	\$27,862.80	\$50.00	\$32,550.00	\$65.00	\$42,315.00	\$200.00	\$130,200.00
A2	Cement Conc. Curb Ramp 2 locations	EA	10	\$1,900.00	\$19,000.00	\$3,000.00	\$30,000.00	\$2,600.00	\$26,000.00	\$3,400.00	\$34,000.00
SCHEDULE A ITEMS TOTAL (A1-A2)					\$46,862.80		\$62,550.00		\$68,315.00		\$164,200.00
TOTAL BASE BID											
					\$3,794,524.20		\$3,887,360.00		\$4,108,873.00		\$4,119,305.00
BASE BID + ADDITIVE					\$3,841,387.00		\$3,949,910.00		\$4,177,188.00		\$4,283,505.00
SBE TOTAL BASE BID (LESS FA)					\$3,459,524.20		\$3,552,360.00		\$3,773,873.00		\$3,784,305.00
SBE TOTAL BASE BID+ADDITIVE (LESS FA)					\$3,506,387.00		\$3,614,910.00		\$3,842,188.00		\$3,948,505.00

* Correction made to Bid Item Total and/or Bid Total Amount

**City of Tacoma
Construction Division
Bid Tabulation**

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

				#8 Bidder C.A. Carey Corporation		#9 Bidder Active Construction Inc.		#10 Bidder Ceccanti		#11 Bidder Johansen Construction Company	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Uniformed Police Officer for Traffic Control, per hour	HR	80	\$100.00	\$8,000.00	\$140.00	\$11,200.00	\$110.00	\$8,800.00	\$151.95	\$12,156.00
2	Arterial Site Temporary Traffic Control, per each work site	EA	136	\$1,600.00	\$217,600.00	\$2,000.00	\$272,000.00	\$1,200.00	\$163,200.00	\$2,850.00	\$387,600.00
3	Residential Site Temporary Traffic Control, per each work site	EA	114	\$1,000.00	\$114,000.00	\$2,000.00	\$228,000.00	\$800.00	\$91,200.00	\$1,600.00	\$182,400.00
4	Roadway Excavation Incl. Haul, per cubic yard	CY	245	\$300.00	\$73,500.00	\$280.00	\$68,600.00	\$100.00	\$24,500.00	\$55.00	\$13,475.00
5	Roadway Excavation of Contaminated Material, Incl. Haul, per cubic yard	CY	89	\$500.00	\$44,500.00	\$560.00	\$49,840.00	\$140.00	\$12,460.00	\$108.00	\$9,612.00
6	yard	SY	10,249	\$60.00	\$614,940.00	\$33.20	\$340,266.80	\$37.00	\$379,213.00	\$44.50	\$456,080.50
7	yard	SY	3,049	\$35.00	\$106,715.00	\$26.50	\$80,798.50	\$30.00	\$91,470.00	\$30.00	\$91,470.00
8	Remove Existing Pavement, Type I, Class A, per square yard	SY	1,853	\$70.00	\$129,710.00	\$35.50	\$65,781.50	\$44.00	\$81,532.00	\$52.00	\$96,356.00
9	Remove Curb, per linear foot	LF	4,309	\$15.00	\$64,635.00	\$6.00	\$25,854.00	\$4.00	\$17,236.00	\$9.50	\$40,935.50
10	Remove Catch Basin, per each	EA	63	\$590.00	\$37,170.00	\$300.00	\$18,900.00	\$300.00	\$18,900.00	\$325.00	\$20,475.00
11	Crushed Surfacing Top Course, per ton	TN	200	\$110.00	\$22,000.00	\$78.00	\$15,600.00	\$50.00	\$10,000.00	\$63.00	\$12,600.00
12	Crushed Surfacing Base Course, per ton	TN	100	\$110.00	\$11,000.00	\$105.00	\$10,500.00	\$50.00	\$5,000.00	\$63.00	\$6,300.00
13	Cold Plant Mix for Temporary Pavement Patch, per ton	TN	20	\$270.00	\$5,400.00	\$300.00	\$6,000.00	\$195.00	\$3,900.00	\$225.00	\$4,500.00
14	HMA Cl. 1/2" PG 58H-22, per ton	TN	292	\$390.00	\$113,880.00	\$385.00	\$112,420.00	\$325.00	\$94,900.00	\$345.00	\$100,740.00
15	Cement Conc. Pavement, 7-Inch Section, per square yard	SY	10,247	\$102.00	\$1,045,194.00	\$103.00	\$1,055,441.00	\$150.00	\$1,537,050.00	\$200.00	\$2,049,400.00
16	Adjust Existing Valve Chamber to Grade, per each	EA	11	\$65.00	\$715.00	\$275.00	\$3,025.00	\$500.00	\$5,500.00	\$380.00	\$4,180.00
17	Adjust Existing Catch Basin, per each	EA	25	\$180.00	\$4,500.00	\$250.00	\$6,250.00	\$500.00	\$12,500.00	\$685.00	\$17,125.00
18	Adjust Existing Manhole, per each	EA	20	\$250.00	\$5,000.00	\$250.00	\$5,000.00	\$500.00	\$10,000.00	\$615.00	\$12,300.00
19	Catch Basin Type 1, per each	EA	63	\$1,100.00	\$69,300.00	\$1,400.00	\$88,200.00	\$1,500.00	\$94,500.00	\$1,525.00	\$96,075.00
20	D.I. Culvert Pipe, 8-In. Diam., per linear foot.	LF	15	\$200.00	\$3,000.00	\$120.00	\$1,800.00	\$290.00	\$4,350.00	\$125.00	\$1,875.00
21	Reconnect Existing Sewer Pipe, -In. Diam., to New Structure, per each	EA	57	\$1,700.00	\$96,900.00	\$450.00	\$25,650.00	\$880.00	\$50,160.00	\$2,500.00	\$142,500.00
22	Inlet Protection, per each	EA	76	\$130.00	\$9,880.00	\$185.00	\$14,060.00	\$100.00	\$7,600.00	\$185.00	\$14,060.00
23	Wattle, per linear foot	LF	125	\$6.00	\$750.00	\$15.00	\$1,875.00	\$4.00	\$500.00	\$23.00	\$2,875.00
24	Cement Conc. Traffic Curb and Gutter, per linear foot	LF	4,411	\$45.00	\$198,495.00	\$59.60	\$262,895.60	\$80.00	\$352,880.00	\$38.00	\$167,618.00
25	Poured Monument, per each	EA	3	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$1,300.00	\$3,900.00
26	Cement Conc. Curb Ramp, per each	EA	181	\$2,600.00	\$470,600.00	\$3,950.00	\$714,950.00	\$2,900.00	\$524,900.00	\$2,600.00	\$470,600.00
27	Cement Conc. Sidewalk, per square yard	SY	759	\$45.00	\$34,155.00	\$122.00	\$92,598.00	\$68.00	\$51,612.00	\$91.00	\$69,069.00
28	Paint Line, per linear foot	LF	12	\$30.00	\$360.00	\$38.00	\$456.00	\$30.00	\$360.00	\$33.00	\$396.00
29	Plastic Line, per linear foot	LF	1,400	\$9.00	\$12,600.00	\$10.50	\$14,700.00	\$9.00	\$12,600.00	\$8.70	\$12,180.00
ROADWAY AND STORMWATER IMPROVEMENTS TOTAL (R1-R29)					\$3,519,299.00		\$3,597,161.40		\$3,669,223.00		\$4,498,853.00

10/2/2019

City of Tacoma
Construction Division
Bid Tabulation

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

				#8 Bidder C.A. Carey Corporation		#9 Bidder Active Construction Inc.		#10 Bidder Ceccanti		#11 Bidder Johansen Construction Company	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE L: LUMP SUM ITEMS FOR ROADWAY & STORMWATER IMPROVEMENT											
1	SPCC Plan, lump sum	LS	1	\$20,000.00	\$20,000.00	\$100.00	\$100.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
2	Mobilization, lump sum	LS	1	\$420,000.00	\$420,000.00	\$558,240.60	\$558,240.60	\$500,000.00	\$500,000.00	\$540,000.00	\$540,000.00
3	Site Health and Safety Plan, per lump sum.	LS	1	\$32,000.00	\$32,000.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
4	Soil Management Plan, per lump sum	LS	1	\$20,000.00	\$20,000.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
5	Stormwater Pollution Prevention Plan (SWPPP), lump sum	LS	1	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
	LUMP SUM ITEMS TOTAL (L1-L5)				\$512,000.00		\$573,540.60		\$506,000.00		\$552,000.00
SCHEDULE FA: FORCE ACCOUNT ITEMS FOR ROADWAY & STORMWATER IMPROVEMENT											
1	Certified Arborist Assessment Report Compliance, by Force Account	FA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	Erosion/Water Pollution Control, by Force Account as provided in Section 1-09.6	FA	1	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
3	Field Design, by Force Account	FA	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
4	Minor Changes, by Estimated Cost	EST	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
	FORCE ACCOUNT ITEMS TOTAL (FA1-FA4)				\$335,000.00		\$335,000.00		\$335,000.00		\$335,000.00
SCHEDULE A: ADDITIVE CEMENT CONCRETE SIDEWALK & CEMENT CONCRETE CURB											
A1	Cement Conc. Sidewalk 22 locations	SY	651	\$45.00	\$29,295.00	\$122.00	\$79,422.00	\$68.00	\$44,268.00	\$91.00	\$59,241.00
A2	Cement Conc. Curb Ramp 2 locations	EA	10	\$2,500.00	\$25,000.00	\$3,950.00	\$39,500.00	\$2,900.00	\$29,000.00	\$2,800.00	\$28,000.00
	SCHEDULE A ITEMS TOTAL (A1-A2)				\$54,295.00		\$118,922.00		\$73,268.00		\$87,241.00
	TOTAL BASE BID				\$4,366,299.00		\$4,505,702.00		\$4,510,223.00		\$5,385,853.00
	BASE BID + ADDITIVE				\$4,420,594.00		\$4,624,624.00		\$4,583,491.00		\$5,473,094.00
	SBE TOTAL BASE BID (LESS FA)				\$4,031,299.00		\$4,170,702.00		\$4,175,223.00		\$5,050,853.00
	SBE TOTAL BASE BID+ADDITIVE (LESS FA)				\$4,085,594.00		\$4,289,624.00		\$4,248,491.00		\$5,138,094.00

* Correction made to Bid Item Total and/or Bid Total Amount

October 23, 2019

MOTION

I hereby move that the following motion be approved:

19-08. That the Department of Public Utilities, Beltline Division amended 2019/2020 Budget, Fund 4500, as submitted and filed with the Clerk of the Board, be accepted and approved, and the City Council is requested to approve the same as provided by Section 4.12 of the Charter of the City of Tacoma and RCW 35.34.200.




TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

To: Jackie Flowers, Director of Utilities, CEO

From: Jim Sant, Deputy Director for Administration 

Date: September 27, 2019 for October 23, 2019 PUB Consideration

Subject: Mid-biennium Budget Adjustments; Additional Appropriation Tacoma Rail, Fund 4500

Recommendation

Authorize the amendment of the 2019-2020 Biennial Budget for Tacoma Rail, Fund 4500 to include an additional appropriation in the amount of \$7,713,160.

Background

- **Revenues** - Expected to be nearly \$7.5 million higher than 2019/20 biennium budget due to higher than expected volumes in the Port. This welcome business activity drives a portion of the higher expenses that require additional budget authority.
- **Volume related expenditures** (2.1 million adjustment)
 - **Port Incentive Volume Allowance** - Intermodal line haul traffic over a certain thresholds trigger payment of the incentive volume allowance; expected to add \$1.5 million in expenses this biennium.
 - **Taxes** - Higher revenues generate higher taxes (city GET and state B&O); estimated to be \$634K more than budget.
- **Locomotives and Infrastructure Projects** (\$5.6 million adjustment)
 - **Locomotives lease** – Extension of lease for two locomotives executed after the budget was finalized; adds \$345K of unbudgeted expense.
 - **Current and prior projects** – Switch replacements, curve rehabilitation, and a main relay project budgeted in 2017/18 are being completed now. Current projects (locomotives repower and secondary fueling upgrades) need \$2.1 million over budgeted amounts.
 - **Grant / loan matching funds** - Success in garnering more WSDOT grants and loans than budgeted increases Rail's matching funds by \$1.3 million.

Summary

The additional appropriation of \$7,713,160 added to the original appropriation of \$67,652,846 will bring the total appropriation for the Tacoma Rail Fund to \$75,366,006. This additional appropriation, if approved, will be forwarded to the Tacoma City Council for action.

No other TPU funds (Power, Water, Fleet, Self-Insurance) expect to need an additional appropriation.

Your approval is requested to submit this matter to the Public Utility Board for its consideration.

Approved:


Jackie Flowers
Director of Utilities, CEO



TACOMA RAIL FUND 4500
2019-2020 Mid-Biennium Budget Modification

REVENUE

Cost Center	CC Description	Cost Element	CE Description	Current	Appropriation	Increase	Increase %
591004	Rail Administration	4343260	Line Hauls-Belt Ln	\$ 52,636,512	\$ 57,102,705	\$ 4,466,193	8%
591004	Rail Administration	4343262	Demurrage	\$ 2,300,000	\$ 2,715,000	\$ 415,000	18%
591004	Rail Administration	4345245	Service Maint Transp	\$ 4,800,000	\$ 7,350,000	\$ 2,550,000	53%
591004	Rail Administration	4300005	Appropriation from Current Fund	\$ 219,334	\$ 501,301	\$ 281,967	129%
Total						\$ 7,713,160	

EXPENSE

Cost Center	CC Description	Cost Element	CE Description	Current	Appropriation	Increase	Increase %
591004	Rail Administration	5421020	Volume Incentives	\$ -	\$ 1,500,000	\$ 1,500,000	100%
591004	Rail Administration	6515000	Gross Earnings Tax	\$ 5,410,000	\$ 5,985,000	\$ 575,000	11%
591004	Rail Administration	5422100	State B&O Tax	\$ 971,000	\$ 1,030,000	\$ 59,000	6%
591004	Rail Administration		Capital	\$ 4,466,084	\$ 9,700,000	\$ 5,233,916	117%
592202	Maint-Locomotive	5417004	Rent/Lease Others	\$ 822,756	\$ 1,168,000	\$ 345,244	42%
Total						\$ 7,713,160	

Summary	Current	Appropriation	Increase	Increase %
Budget Revenue	\$ 67,652,846	\$ 75,366,006	\$ 7,713,160	11%
Budge Expense	\$ 67,652,846	\$ 75,366,006	\$ 7,713,160	11%

\$ -